



Alabaster May 23 19 85
Birmingham, Alabama

The Undersigned Purchaser(s) MAC-SAN BUILDERS, INC. hereby agrees to purchase and
The Undersigned Seller(s) H. WALKER & ASSOCIATES hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of
ALABASTER County of SHELBY Alabama, on the terms stated below:

Address _____
and legally described as Lot _____ Block _____ Survey HAMLET-, 6th Sector
4 Lots of the lots # 35-38 and lots 47-50
Map Book _____ Page _____

1. THE PURCHASE PRICE shall be \$ 11,000.00 each payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent.....\$ 2,000.00 (\$500.00 each)
Cash on closing this sale.....\$ 42,000.00

Purchaser agrees to close 2 lots 15 days after completion of street, curb and gutters
The remaining 2 lots shall be closed 30 days after closing the first 2 lots.

Purchaser shall have first option on 4 of the remaining 8 lots on this same street.
Purchaser must exercise this option upon completion of street, curbs and gutters.

The above described lots can be hooked-up to and served by the City of Alabaster sewer system.

Mac-San Builders, the purchaser, agrees to give Dixie Realty, Inc.,
the exclusive listing on all homes constructed on the above said lots.

2. TITLE INSURANCE: The Seller agrees to furnish the Purchaser a standard form title insurance policy, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the Purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser provided the mortgagee is not the Seller. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present zoning classification, R-1 and not located in a flood plain.

3. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered.

4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before As described above
except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession is to be given on delivery of the deed, if the property is then vacant; otherwise possession shall be delivered _____ days after delivery of the deed.

5. CONVEYANCE: The Seller agrees to convey said property to the Purchaser by General
warranty deed free of all encumbrances, except as hereinabove set out and Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds.

6. THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS®, INC., BUT IS
NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the Seller agrees to pay _____

as Agent, a sales commission in the amount of _____

of the total purchase price for negotiating this sale.

7. CONDITION OF PROPERTY: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser. THE AGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF SUBJECT PROPERTY.

8. SELLER WARRANTS that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness on the subject property except as described in this contract. These warranties shall survive the delivery of the above deed.

9. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the listing Agent, H. Walker & Associates
to hold the earnest money in trust for the Seller pending the fulfillment of this contract. In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money shall be forfeited as liquidated damages at the option of the Seller, provided the Seller agrees to the cancellation of this contract. Said earnest money so forfeited shall be divided equally between the Seller and his Agent.

10. ADDITIONAL PROVISIONS set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

[Signature]
WITNESS TO PURCHASER'S SIGNATURE(S)

[Signature]
PURCHASER REALT

1985 AUG 27 PM 1:57
WITNESS TO SELLER'S SIGNATURE(S)

Rec 2.50
Jud 1.00 PURCHASER
3.50
[Signature]
SELLER REALT

WITNESS TO SELLER'S SIGNATURE(S)

[Signature]
SELLER REALT

WITNESS TO SELLER'S SIGNATURE(S)

[Signature]
SELLER REALT

Receipt is hereby acknowledged of the earnest money as hereinabove set forth ☐ CASH ☒ CHECK

FIRM H. Walker & Associates, Inc.

By: [Signature]

Dixie Realty, Inc.
P.O. Box 447
Alabaster, AL 35244