

Birmingham April 3 1985

hereby agrees to purchase and
hereby agrees to sell

The Undersigned Seller(s) _____ Leon M. Berry

the following described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby County, Alabama, on the terms stated below: Begin at the northwest corner of Lot 5, Rice Acres, Sector

thence east 100 feet; thence southwestwardly 100 feet; thence west 100 feet; thence northeastwardly 100 feet to the point of beginning, situated in Section 13, Township 24 North, Range 15 East. subject to existing easements, exceptions, reservations, releases and covenants of record. ALSO: one 70' x 14' Presidential mobile home, serial number EAD121361, complete with all equipment as presently equipped.

The Purchase Price shall be \$ 23,000.00 payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the agent	\$ none
Cash on closing this sale	\$ 20,700.00
Down payment, receipt whereof hereby is acknowledged	\$2,300.00

Title insurance, if desired, shall be procured by purchaser at his own expense. Purchaser will pay to seller, solely as rent for said premises, the sum of \$100.00 per month through the month of October, 1985, commencing with the execution of this contract. Insurance on the mobile home shall be maintained at purchaser's expense from date until final payment is made to seller, with same payable to seller as his interest may appear. Purchaser may use the premises as he sees fit pending closing.

See Arch D40-
1085 SEP 11 PM 1:

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Any additional provisions set forth on the reverse side hereof, initiated by all parties, are hereby made a part of this contract.

The undersigned 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 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.

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 being located in a flood plain.

Said property is sold and is to be conveyed subject to any and all zoning classification _____ and _____ being located in a flood plain. _____ and _____ assumed interest on the mortgages, if any, are to be prorated between the Seller and Purchaser as of the date of delivery of this deed. The Seller will keep in force sufficient hazard insurance

The taxes, 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.

The sale shall be closed and the deed delivered on or before November 1, 1985, except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed. XXX XXX XXXXX days after the deed. XXX XXX XXXXX if the property is then vacant, otherwise possession shall be delivered: _____

down payment

In the event the Purchaser fails to carry out and perform the terms of this contract, the Seller agrees to pay liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, and the Seller shall be bound by the terms of this contract.

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC.

In the event the Seller fails to carry out and perform the terms of this contract, the seller agrees to pay _____

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE _____
BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay _____
No commission involved - inapplicable _____ as their agents, a sales commission in the

BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE BUYER.

No commission involved - inapplicable _____ as their agents, a sales commission in the amount of _____ for negotiating this sale.

_____ warranty deed free of all encumbrances, except as assumed may be cleared up to the Purchaser by _____

The Seller agrees to convey said property to the Purchaser by _____, amount, _____
cumbances, except as hereinabove set out and Seller and purchaser agree that any encumbrances not herein excepted or assumed may be cleared
time of closing from sales proceeds.
_____ Seller warrants that he has not received any notification from any governmental agency of any pending public improv-
_____ have not been satisfactorily made, which warranty shall survive t

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency or any person in writing, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.

It shall be the responsibility of the purchaser to satisfy himself at purchaser's expense, that any warranties or repairs called for in the above are complied with prior to closing. The agent makes no representation or warranty of any kind as to the condition of the workmanship in the dwelling and improvements subject of this contract.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, any other agreements not incorporated herein are void and of no force and effect.

Witness to Signature: [Signature] [Signature]

Witness to Purchase & Signature
 Buyer
 Bea Van Kleeven
 Purchaser

 Seller

 Buyer

 SEAL

Witness to Seller's Signature _____

Seller _____

From Mr. Berry _____

[Signature]

[Signature]

SEAL

SEAL

11 Snuegen

John Van Nieuwen
Box 2237
St. Louis, Mo. 63114
Settlement
CHECK as herein above set forth

Receipt of [redacted] acknowledge of the [redacted] 11 CAS# [redacted] CHECK as herein above set forth
(Name of firm)