

(s) undesignated hereby agrees to purchase and
Sellers(s) undesignated hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of
N/A County of SHELBY Alabama, on the terms stated below: 2078

Address _____
and legally described as Lot _____ Block _____ Survey _____
NW 1/4 of NE 1/4 SEC. 22, TP 18S, R 1W.
Map Book _____ Page _____

1. THE PURCHASE PRICE shall be \$ 200,000.00 payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent, \$ 5000.00
Cash on closing this sale \$ 195,000.00

SELLER TO CONSTRUCT A ROAD ACROSS THE ENTIRE LENGTH
OF THE EASEMENTS DEFINED IN PARAGRAPH EXHIBIT A.
THE CONSTRUCTION STANDARD OF THE ROADWAY SHALL BE
GENERALLY COMPARABLE TO THE CURRENT CONDITION OF THE
EXISTING PUBLIC ROADWAY, IDENTIFIED ON EXHIBIT B.
SAID ROADWAY TO BE COMPLETED WITHIN 90 DAYS AFTER
CLOSING. PURCHASER TO PAY 1/2 OF COST OF SUCH ROAD AS IN EXHIBIT
PURCHASERS HAVE UNTIL 5:00 P.M. CST 10-1-85 TO ACCEPT THIS OFFER.

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, N/A 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 OCT. 24, 1985 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 ON day 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 NATIONWIDE REALTY (25%)
RETRO INVESTMENTS (25%) AND WILSON REALTY (25%) as Agent, a sales commission in the amount of 10% 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, RETRO INVESTMENTS 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.

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PURCHASER _____ (SEAL)

PURCHASER _____ (SEAL)

SELLER _____ (SEAL)

SELLER _____ (SEAL)

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

FIRM Wilson Realty

By _____

- Contingent on Enclosed Described Road built to SW corner of NW 1/4 of NE 1/4 Sec 22 Twp 18-S, R-5.
- Contingent on Purchasers securing financing.
- Survey to have iron stakes on all four corners of 40 Acre Tract.
- Attorney fee to be split 50%/50% between Purchasers and Sellers.
- Sellers have until 10-2-85 @ 4:00 P.M. C.S.T. to Accept this offer.
- This contract contingent on acceptance of Contract for SW 1/4 of NE 1/4 Sec 22 Twp 18-S R-1W
- Road to be built as specified herein within 90 days After closing. Funds equal to amount of Second low bid to be held in joint escrow account of Purchasers and Sellers names.

RRR

John Nelson
Witness

H. J. [Signature]
Purchaser

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 OCT -7 PM 3:30

Rec. 5.00
Ad. 1.00
6.00

[Signature]
Witness

Thomas A. [Signature]
JUDGE OF PROBATE

[Signature]
Seller

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① Purchaser to pay 1/2 of the road as in Attached Exhibit C. Seller to contribute no more than ten thousand dollars toward the construction of the road portion marked as Exhibit A, Subject 2. RRR

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

FIRM *Liberty Realty*
Don [Signature]

(SEAL)