

GENERAL SALES CONTRACT  
Form recommended 11/28/80 by  
Birmingham Area Board of REALTORS®, Inc.

**Cahaba Title, Inc.**

LOCATED IN RIVERCHASE  
2068 VALLEYDALE ROAD  
BIRMINGHAM, AL 35244 Phone 988-5600



Policy Issuing Agent for  
Safeco Title Insurance Co.  
TELEPHONE: 988-5600

The Undersigned Purchaser(s) Michael W. NASH and MARY L. NASH hereby agrees to purchase and  
The Undersigned Seller(s) MARY LEE FORDEN hereby agrees to sell  
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of  
County of Shelby, Alabama, on the terms stated below:

Address \_\_\_\_\_  
and legally described as Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_  
See Survey of Joseph L. Conn Jr. date May 11, 1986 of  
See Exh 4 of Survey Map Book \_\_\_\_\_ Page \_\_\_\_\_ 13.13 acres

1. THE PURCHASE PRICE: shall be \$ 28,886.00, payable as follows: 1000  
Earnest Money, receipt of which is hereby acknowledged by the Agent 0  
Cash on closing this sale \_\_\_\_\_

Purchaser to hold purchase money note and mortgage of 27,886.00 at  
10% with monthly payments of 175.00. This property is sold on  
a basis of \$2200 per acre. First payment due June 5, 1986 +  
no later than the 17 day of each. Late payment penalty  
Parties to split survey expense 50/50 which has been paid by  
purchaser & title, deed & mty expenses all 2/3 to Purchaser 1/3 to Seller.

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 mortgage 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, Agri, and AG-1 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 2 weeks  
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 at closing  
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 presumed 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 N/A  
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 Watson & Johnson Attorneys  
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.

Joe Welter

Michael W. Nash

Joe Welter

Mary L. Nash

Joe Welter

Mary Lee Forden

Joe Welter

WITNESS TO SELLER'S SIGNATURE(S)  
Receipt is hereby acknowledged of the earnest money as hereinabove set forth

WITNESS TO PURCHASER'S SIGNATURE(S)  
CASH ☒ CHECK

FIRM Watson & Johnson Attorneys  
By Joe Welter

SELLER Michael W. Nash  
SELLER Mary L. Nash  
SELLER Mary Lee Forden

STATE OF ALABAMA  
SHELBY COUNTY

I, Joseph E. Conn, Jr., a registered surveyor in the State of Alabama do hereby certify that this is a true and correct plat or map of my survey as shown in Shelby County, Alabama, described as follows:

Commence at the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama and run thence North  $89^{\circ}-58'-10''$  East along the North line of said Section a distance of 1041.56' to the "POINT OF BEGINNING", Thence continue along last described course a distance of 366.31' to a point, Thence South  $15^{\circ}-23'-08''$  East a distance of 1018.67' to a point in the center of a Branch; Thence following the center of said Branch the following courses, South  $52^{\circ}-20'-45''$  West, 30.84'; South  $24^{\circ}-44'-47''$  West, 41.56'; South  $30^{\circ}-31'-52''$  West, 64.33'; South  $64^{\circ}-11'-57''$  West, 40.20'; North  $80^{\circ}-34'-54''$  West, 65.21'; South  $80^{\circ}-00'-35''$  West, 53.83'; South  $86^{\circ}-58'-54''$  West, 77.36'; South  $65^{\circ}-07'-36''$  West, 47.10'; South  $51^{\circ}-19'-14''$  West, 30.77'; South  $37^{\circ}-53'-49''$  West, 97.48'; North  $87^{\circ}-14'-14''$  West, 79.15'; North  $53^{\circ}-20'-33''$  West, 64.10'; North  $80^{\circ}-54'-06''$  West, 65.98'; North  $62^{\circ}-52'-42''$  West, 75.32'; North  $73^{\circ}-11'-02''$  West, 108.29'; North  $69^{\circ}-36'-00''$  West, 94.48' to a point on the South line of a call 4.5 acre tract as recorded in Book 343, Page 267 of the Shelby County Deed Records, Thence North  $75^{\circ}-00'-22''$  East along said South line a distance of 474.69' to a point, Thence North  $18^{\circ}-36'-14''$  West a distance of 588.00' to a point, Thence South  $80^{\circ}-45'-47''$  West a distance of 228.79' to a point, Thence North  $0^{\circ}-12'-37''$  East a distance of 170.08' to a point, Thence South  $89^{\circ}-14'-37''$  East a distance of 221.89' to a point, Thence North  $3^{\circ}-42'-48''$  East a distance of 269.12' to the "POINT OF BEGINNING", containing 13.13 acres.

NW  $\frac{1}{4}$ , Sec. 5, T.22S, R.3W.  
Job No. 2012  
F.B.# 102  
Naish  
5-11-86

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JUN -5 PM 3:47

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	<u>—</u>
2. Mtg. Tax		<u>—</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>6.00</u>