

Birmingham, Alabama September 12, 19 86

The Undersigned Purchaser(s) Scotch Building & Development Co., Inc. hereby agrees to purchase and
The Undersigned Seller(s) Nina Hurst, a widow hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of
Shelby, County of Shelby, Alabama, on the terms stated below:

Address Her interest in that part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sect. 12 TWP 19S P2W
and legally described as Lot _____ Block _____ Survey _____
Known as Lincoln Park Subdivision as recorded in Map Book 3 Page 145 in Case #
81-891 Shelby County ** See Below ** Map Book _____ Page _____

1. THE PURCHASE PRICE: shall be \$ 42,666.67, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent.....\$ 1,000.00
Cash on closing this sale.....\$ 41,666.67

This contract is subject to the above described property being no less
than 25 acres.

** Joe A. Scotch vs. Emerus Hurst, 437 Southern Reporter, 2nd Series, page
497. **

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, Res., 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 90 Days
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 immediately
days after delivery of the deed.

5. CONVEYANCE: The Seller agrees to convey said property to the Purchaser by Statutory warranty
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 NONE
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 Ralph E. Coleman
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.

Scotch Building & Development Co., Inc.

Buchanan (SEAL)

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

WITNESS TO PURCHASER'S SIGNATURE(S)

PURCHASER

(SEAL)

Rec 250 1986 SEP 17 PM 2:44

3507 Ralph E. Coleman
JUDGE OF PROBATE

Nina F. Hurst (SEAL)

SELLER

WITNESS TO SELLER'S SIGNATURE(S)

Receipt is hereby acknowledged of the earnest money as hereinabove set forth

SELLER

☐ CASH ☒ CHECK

FIRM

Nina F. Hurst

SCOTCH

BUILDING & DEV. CO., INC. - REAL ESTATE CO., INC.

100 SCOTCH DRIVE

BIRMINGHAM 35243