GENERAL SALES CONTRACT Form recommended 11/26/80 by Birmingham Area Board of REALTORS®



Birmingham, Alabama 10/22/86 The Undersigned Purchaser (s) ____ Undersigned hereby agrees to purchase and The Undersigned Seller(s) _____Undersigned ____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 Birmingham _____, Alabama, on the terms stated below: 6250 Cahaba Valley Road Address ___ and legally described as Lot___ Block_ 116,500 Page_____ Map Book___ 1. THE PURCHASE PRICE: shall be \$ 113,000 Cash on closing this sale.

Contingent on sale of home at 3524 8th Ave. So.

Contingent on sale of home at 3524 8th Ave. So. Contingent on approval to purchaser of a conventional loan in 109 PRE 230 in the amount of \$88,400 with intrest rate not to exceed 9.75% with 1 orig. and 1 discount for 30 years. Purchaser to satisfy themselves with approval of boundry lines and flood status. Seller and purchaser to split attorney's fee not to exceed \$150.00 each. BOOK Seller to furnish active termite bond. Seller and purchaser to equally divide title policy. 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 mortgages 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____, and _Yes_ located in a flood plain. 3. PROBATIONS & 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 deli**vered**. 4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before ___December 30.1986 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. General W/survivorship 5. CONVEYANCE: The Seller agrees to convey said property to the Purchaser by 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 _ CKM, REALTY Johnson, Rast and Hayes as Agent, a sales commission in the amount of $\frac{7\%}{501}$ split $\frac{50/50}{50}$ 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. Johnson, Rast and Haves B. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the listing Agent, _ 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. Invelle **PURCHASER** Juna (SEAL) KATHLEEN DOLE WILSON WITNESS TOPURCHASER'S SIGNATURE(S) **PURCHASER** (SEAL) SELLER (SEAL) THOMAS E. BRADFORD,JR. BELLER CEALI WITNESS TO SELLER'S SIGNATURE(S) CHECK Receipt is hereby acknowledged of the earnest money as hereinabove set forth C CASH

JOHNSON-RAST & HAYS

Birmingham, Alabama 10-23 , 19 86

an Kern

This addendum is to be made part of contract dated	-22 -86		
	ersi gned)	<u></u>	
	ersigned)		
	Shalby	A T.	
on property 6250 Cahaba Valley Rd (ADDRESS) Legal description: Lot Block	(COUNTY) Of	SW of Section	(STATE) 1 7, Township 19
So., Rl West and cont'd	Man Book		
The buyer avers that the seller nowhether or not this property or and in a flood plane. The buyer also a likelihood of having any water propert shows the property is in a and/or the agents harmless from an analysis of the precise o	y part thereof grees that he below whether of flood plane, and water problem	is or ever had has satisfied by r not any subse nd that he hole m before or af	ninself as to the equent surveyor's is the seller ter closing.
option A. Purchaser agrees a continuing option to predict of series \$3500 Serie annually from 1/01/87 PARCE (A: Start @ A three (agx 100'). Then AT of creek. Then woeth and	go" to property	eme and 90 W F creek to rea	est to middle .
Presbytevian Chroch will have to alway entire boundry line alway execting road and spx.	that is the sight of Re from front I 10' west of for a price.	ever sells the formation of pro- coad CEXACT coad CEXACT APPRAISAL AT T	penty comentions to
Hoffer to date of the second	A CURRENT		TEB
PURCHASER(S) AND SELLER(S) HEREBY ACKNOWLED that JOHNSON-RAST & HAYS CO., INC. responsible or liable for any obligations or agreements that the Pany representations or the passing of any information to or from to discharge and release JOHNSON-RAST & HAYS CO., INC. from any claims, demands, damages, actions, causes of actions or access, size, surrounding area and structures or developments.	its officer(s), direct furchaser(s) or Seller(s) have to the Purchaser(s) or Seller(s) suit at law arising from the sale surrounding neighborhood, re	and, its officer(s), director(s), emp of said property and shall inclustrictions, easements, conditions	kyee(s), broker(s) and agent(s) ide but not be limited to property
property damage, personal injury, appurtenances thereto or an that Purchaser(s) have the right and responsibility, at Purchaser and basement for leaks and/or water seepage, all built in appliance and improvements before closing. Any problems must be identified.	ry related mortgage terms and r(s) expense, to inspect the pro- s, heating and air conditioning s ified by the Purchaser(s) in wa	pperty regarding the aforement stems, wiring, foctures, plumb riting prior to closing and,	ntioned items, as well as the roof ping, sewage systems, equipment
liability at any time before or after closing.	r(s), employee(s), broker(s) a	and agent(s) make no warrant	ies and have no responsibility or
Purchaser(s) and Seiler(s) agree to hold JOHNSON-RAST & F			
This contract states the entire agreement between the parties; and any other agreements, not incorporated herein are void and	nd, merges in this agreement a d of no force and effect.	I statements, representations	, and covenants neretolore made,
WITNESS TO PURCHASER'S SIGNATURE:		<i>Hathlum N</i> Purchaser	u welson
- A		PURCHASER	a 9 7
WITNESS TO SELLER'S SIGNATURE:		SELLER SELLER	
		SELLER	<u></u>

ADDENDUM TO:

FHA/EQUITY CONTRACT/GENERAL CONTRACT

DATE 10/22/86

ADDENDUM

		COUNTY Shelby		
		red simultaneously herewith between		
	This is part of that certain contract dated simultaneously herewith between			
	the undersigned purchaser and seller on			
	Cahaba Valley Road	It is understood that both the		
	purchaser and seller agree to the follow	ing items:		
	In the event seller receives anoth			
	purchaser has 48 hours right of re			
K/10	All window treatments and lighting	fixtures to remain		
W W	e iling fans to romain			
With	Seller to correct water meter prob	olem		
DURA	Fireplace accessories and screen t	o remain		
KAR	beentingent on Agriculture zoning	na acets		
/CDW	Purchasers to pay their own closis			
KONB	Subject to easements and restrictions of record. Purchaser to satisfy themselves that they can keep horse(s) on			
7	this property.			
PAGE 232	All window treatments, light fixtures, ceiling fans, and fireplace screen and accessories to remain if they are owned			
E 2	by the seller.			
	PURCHASERS TO SATISFY THEMSELVES AS TO THE BOUNDRY LINES, FLOOD			
109	ACCURATE AND ADJUTUME TO KEED HORSE(S). PURCHASER ARE TO REPOVE			
	THESE AS CONTINGENCIES TO THE CONTRACT TO DAYS FROM ACCEPTANCE.			
200	OF THE SELLER.			
	OF THE SELLER. Pichasa undustands and agree essement neverted along easi	a snat church has apr Zo'		
L De la	Fisch As a distribution of the said	teen boundary of property.		
, 1/4	essement recorded acting	, , ,		
	•			
		Authlin Male Wilson Purchaser		
		Kathleen Nole Wilson		
	Witness le mille mille	Purchaser		
	Innelle Her	· · · · · · · · · · · · · · · · · · ·		
	Witness	Purchaser		
	Land I Ille	Thesont		
	Witness	Seller		
		Seller		
		NOTIAT		

Witness

JOHNSON RAST & HAYS COMPANY

 $\mathcal{A}_{i}^{\mathbf{h}_{i+1}}$

Mountain Brook/Crestline 2832 Cuiver Road - Birmingham, Alabama 35223 - 205/870-5420

ADDENDUM

This addendum is to be made part	of contract dated
•	ndersigned Purchasers
	csigned) and
	·
the undersigned Sellers, (under	·
, on property situa	{County}
Ala.; 6250 Caha (State)	(Address)
Legal Description: Lot*	Block
	Page
*LONG LEGAL; SEE SURVEY	
The following contingencies are	
ALL CONTINGENCIES REGARDING P	URCHASER SATISFACTION WITH LOT
LINES, FLOOD/WATER STATUS, AND	· · · · · · · · · · · · · · · · · · ·
PURCHASERS AFFIRM THAT THEY H	AVE CHECKED INTO THESE THINGS ED THEMSELVES WITH THE RESULTS
OF THEIR INQUIRIES.	
TATE OF ALA. SHELBY CO. TATE OF ALA. SHELBY CO. 1. Dead Tax \$ - 2. Mig. Tax - 3. Recording Fee.	
TATE OF THE WAS FILLED 1. DOOD TOX	
- 114 -0	100
1987 JAN 4. Indexing Fee A. Indexing Fee	1/00
JUDGE OF PROBATE TOTAL	
•	
•	
•	/
. •	Hattleen Die Woon
	Purchaser
Annette Recnal	Purchaser
Witness	-090
•	1205-1
	Seller
hand In	
Witness	Seller

BOOK 109 PAGE 23