8

June 27, 1987

The Undersigned Purchaser(s) Kenneth M & Nancy J. Campbell hereby agrees to purchase and
The Undersigned Seller(s) James D. & M. Bates hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of Pelham, County of Shelby, Alabama, on the terms states below:

Address 644 Creekview Drive, Pelham, AL
and legally described as Lot 6 Block 6 Survey Oak Mountain Estates, Fifth Sector
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1. THE CASH CONSIDERATION FOR THE EQUITY shall be $ 2,500 FIRM
   Earnest money, receipt of which is hereby acknowledged by the Agent .... $ 1,000
   Cash on closing this sale .... $ 1,500
2. FIRST MORTGAGE of approximately 67,617.17 $ 67,617
   with monthly installments of approximately $ 620.10 including
   Principal, any escrow deposits and interest at 9.50 %, shall be assumed by Purchaser subject to Mortgagee's approval if required.

Total Purchase Price (approximately) $ 70,117

1. Seller to provide current termite bond.
2. Living room, downstairs panelled room window treatments to remain, also dining room window treatment.
3. Stove & dishwasher to remain
4. Subject to purchaser qualifying for existing VA loan at 9.50%.
5. Seller to respond in one day.
6. Ceiling fan to remain.
7. In the event contract is not fulfilled through no fault of the purchaser, the seller shall return earnest money within 2 days.
8. July payment to be prorated based on days occupied by seller in July.

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3 PRORATION: It is understood and agreed that this contract represents a purchase of the equity in the above-described property and that there shall be no prorations at closing for taxes, insurance, interest or mortgage insurance, except as hereinafter provided.

4 MONTHLY MORTGAGE PAYMENT through and including the payment due during the month of July shall be paid by the Seller.

5 ESCROW ACCOUNT: The Seller agrees to assign the escrow account, if any, to the Purchaser and to transfer the existing insurance policy to the Purchaser. Seller also warrants that, at time of closing, there will be sufficient funds in the escrow account to cover any necessary deposits required by the Mortgagee and any reported surplus shall be credited to the Seller. If there is no escrow account for taxes and/or insurance, then such unescrowed items shall be prorated as of the date of closing.

6 THE MORTGAGEE TRANSFER FEE, if any, and deed recording cost will be paid by the Purchaser.

7 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.

8 HAZARD INSURANCE: 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.

9 CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before July 15, 1987 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 4 days after delivery of the deed.

10 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.

9. Contingent on favorable title search.

11. 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~~ KMC NJC JDB

12. 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.

13. ADDITONAL 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.*

Kenneth M. Campbell PURCHASER (SEAL)
Nancy J. Campbell PURCHASER (SEAL)
James D. Bates SELLER (SEAL)
Maletia H. Bates SELLER (SEAL)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JUL -1 AM 8:50
JUDGE OF PROBATE

Rec. 2.50
Ind 1.00
3.50

Receipt is hereby acknowledged of the earnest money as hereinabove set forth: ○ CASH ☑ CHECK

By: X James D. Bates

Cahaba [redacted]e