



P.O. Box 557 Columbiana, AL 35051

661

REAL ESTATE SALES CONTRACT
Approved by: Birmingham Board of Realtors
JUNE 19, 1974

See legal described real cates, improvements, shrubbery, plannings, fixtures, and appurtenances, situated in SHETHY Country, and before the terms stated below:  See legal description on attached Exhibit A  Further Price thall be 5 N/A payshic as follows: N/A  Inner Money, recipi of which is hereby acknowledged by the agent N/A sh on closing this sale N/A as an older this state of the first National Bank of Columbiana, dated of Consideration for this real estate sales contract is the costanting by Joe Tidmore and Charles Tidmore of a real estate mortgage note executed by Richard B. Smith to the Pirst National Bank of Columbiana, dated 1978, 1988 in the amount of \$ \( \frac{1}{2} \) \( \frac{1}{2} \) to Tidmore and Charles Tidmore, buyers, is expressly conditioned pupp in the contract is the costanting of the contract of the contract of the costanting of the contract is executed until the contract i		Columbiana Alabama	
the Undersigned Seller(s)    Richard B. Smith    County described real sease, improvements, shouldery, plasning, fixture, and appurtenance, situated in    Shelby    Shelby    Shelby    Shelby    Survey    See legal description on attached Exhibit A    For Parkare Price shall be \$   M/A	he Undersigned Purchaser(s) Joe Tidmore and C	harles Tidmore	hereby agrees to purchase and
See legal description on attached Exhibit A  Purchase Price shall be s N/A payable as follows: N/A payable as follows: N/A payable as follows: N/A payable as follows: N/A parent Money, receips of which is brethy acknowledged by the agent N/A shall not closing this sale N/A	to directing near to the terminal to the terminal termina	gs, fixtures, and appurtenances, situated in Sh	- 1 h
See legal description on attached Exhibit A  see legal description on attached Exhibit A  reard Money, recipi of which is brethy acknowledged by the agent M/A  consideration for this real estate sales contract is the cosigning by Joa Tidmore and Charles Tidmore of a real estate mortgage note executed by Richard B. Smith to the First National Bank of Columbiana, dated  amount of \$ \( \) \		Sector	Survey
r Purchase Price shall be \$ N/A			
The underspace which is bretly acknowledged by the agent N/A	See legal description on a	CCached Exhitate I	
Consideration for this real estate soles contract is the costgning by Joe Timbore and Charles Tidmore of a real estate mortgage note executed by Richard B. Smith to the First National Bank of Columbiana, dated amount of \$ 30.000 more and Charles Tidmore, buyers, is expressly conditioned upon Richard B. Smith's default on the indebtedness of a real estate mortgage note executed by Richard B. Smith to the First National Bank of Columbiana, dated 4. 1988 in the amount of \$ 30.000 more executed by Richard B. Smith to the First National Bank of Columbiana, dated 5. Seller agrees not to further incumber said Exhibit A property from the date the contract is executed until the contract is terminated.  The underlighted-eller-gross-of-formish-the purchaser entended formish-the date the contract is executed until the contract is terminated.  The underlighted-eller-gross-of-formish-the purchaser entended formish-the date with the contract is executed until the contract is terminated.  The underlighted-eller-gross-of-formish-the purchaser entended formish-the date of the contract is executed until the contract is terminated.  The underlighted-eller-gross-of-formish-the purchaser entended formish-the date of the contract is terminated.  The underlighted-eller-gross-of-formish-the purchaser entended formish-the date of the contract is executed until the contract is terminated.  The underlighted-eller-gross-of-formish-the gross-of-formish-the date of the contract is terminated.  The substitution of the contract is the purchaser of the contract of the purchaser of the purcha	rnest Money, receipt of which is hereby acknowledged by the agenush on closing this saleN/A	N/A S	
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The undersigned-saler-agrees of arisish the purchaser estandard form title immerance policy issued by a company qualified to insure titles in Antonian; in the measure of the purchase price insuring purchaser against loss on account of any defect or encumber since in title, undersigned to insure titles in Antonian; in the measure of the purchaser price insuring purchaser against loss on account of any defect or encumber since in the title, undersigned soller and also coning ordinance.  Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and also coning ordinance training to said property.  The tasks, inturance and experience deposits which the purchaser is a considerable experience of the control of the contr	property to Joe Tidmore and Charle upon Richard B. Smith's default or note executed by Richard B. Smith	the indebtedness of a real e to the First National Bank of a mount of \$ 30.000	state mortgage Columbiana, dollars.
mounts of the purchasery rice, insuring purchaser against loss we count of any other standed. In the event bet is owner's and mortgages is the policies are obtained at the time of closing, the total expense of procuring the two policies more obtained as the converse of the event between the selfer and also zoning ordinance certaining to said property.  Said property.  The taxes, insurance and socraed interest on the mortgages; if any, excele be prorated between the Selfer and the Purchaser as of the date of delivery of the certaining to said property.  The taxes, insurance and socraed interest on the mortgages; if any, excele be prorated between the Selfer and the Purchaser as of the date of delivery of the certaining to said property.  The taxes, insurance and socraed interest on the mortgages; if any, excele be prorated between the Selfer and the Purchaser as of the date of delivery of the certain any existing advance exercise depoints shall be closed and the deed delivered.  The sale shall be closed and the deed delivered on or before within 130 days of seller's default, core that the Selfer shall have reasonable tength of time within which to perfect title or cure defects in the title to said property. Possession is to be given on deliverery of the deed, the property is descent the Purchaser and the contract and the development of the Selfer shall have a serious or the selfer shall be contract. The selfer and the selfer provided that the Selfer and the selfer provided that the Selfer and the selfer shall be forficied at highland between the Purchaser shall be forficied at highland between the Selfer and the Selfer shall have the selfer and the Selfer provided that the Selfer agrees to the variety of the selfer shall have the selfer and the Selfer shall be self-provided the self-provided the self-property.  In the event the Selfer shall have the self-provided the self-provided the self-provided the self-provided the self-provided the self-provided t	3. Seller agrees not to further incum the contract is executed until the	ber said Exhibit w property in	om the date
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requiring any repairs, replacements, alterations to said premises that have not between the parties and merges in this agreement all statements, representations, and covenants heretofore made that any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreements and the control of the above deed with any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed with any other agreement all statements, representations, and covenants hereiofore made shall survive the delivery of the above deed with any other agreement all statements, representations, and covenants hereiofore made shall statements, representations, and covenants hereiofore made shall statements, representations, and covenants hereiofore made shall statements, represents the above deed with a statement shall statement and statements.	Said property is sold and is to be conveyed subject to any mineralining to said property.  The taxes, insurance and accrued interest on the mortgages, if a ced, and any existing advance escrow deposits shall be credited to issurance on the property, to protect all interests until this sale is climated and shall be closed and the deed delivered on or before we reasonable length of time within which to perfect title or cure defect then vacant; otherwise possession shall be delivered:  The sale shall be closed and the deed delivered on or before we reasonable length of time within which to perfect title or cure defect then vacant; otherwise possession shall be delivered:  The hereby authorizes ————————————————————————————————————	neral and mining rights not owned by the undersign my, are to be prorated between the Seller and the Purthe Seller. The Seller will keep in force sufficient fit osed and the deed delivered.  1 thin 30 days of sellers defauted in the title to said property. Possession is to be given day  erms of this agreement the carnest money, as shown the carneellation of this contract, and said earnest money therein excepted or assumed may be cleared at time dany notification from any governmental agency: of	chaser as of the date of delivery of the extended coverage, and vandalisme, extended coverage, and vandalismed. On above stated notice except that the Seller shall have on deliverery of deed, if the property days after delivery of the deed. The dearnest money in trust for the Seller herein shall be forfeited as liquidate they so forfeited shall be divided equal deed free of all encumbrances, except of closing from sales proceeds.
Witness to Seller's Signature  Seller  Seller  Seller  (SEA  Seller  (SEA  (SEA  (SEA  (SEA  (SEA  (SEA	equiring any repairs, replacements, alterations to said premises the	at have not been satisfactorny made. Ad merges in this agreement all statements, representa	tions, and covenants heretofore made
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Seller (SEA Seller —	Witness to Caller's Signature	Seller	(SEA
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Receipt is thereby acknowledged of the carnest money -- CASH -- -- CHECK as herein above set forth.

(Name of firm)

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## EXHIBIT "A"

1. SMITH-SMITH SUPPLY CO. - one-half interest in the following: Store premises, described as follows:

A lot in the Town of Columbiana, Alabama, described as follows: Commence at the intersection of the SE right-of-way line of the Columbiana-Saginaw Cut-Off paved Highway with the NE right-of-way line of the L & N Railroad and run South 64 deg. 24 min. East along SE right-of-way line of said Highway 109.85 feet; thence North 25 deg. 26 min. East 29.40 feet to the Southeast margin of West College Street, South of Columbiana; thence along SE margin of West College Street, South 63 deg. 29 min. East a distance of 89.45 feet to the NW corner of W. C. Maddox lot; thence along NW side of Maddox lot South 16 deg. 45 min. West 96.0 feet; thence South 8 deg. 03 min. East 70.53 feet to corner of Maddox lot; thence along South side of Maddox lot South 51 deg. 07 min. East 93.78 feet; thence run South 17 deg. 19 min. West a distance of 103.54 feet; thence run South 79 deg. 10 min. West 41.69 feet to the East right-of-way line of L & N Railroad; thence along the East right-of-way line of said L & N Railroad North 24 deg. 18 min. West 425.86 feet to point of beginning and being a part of the Sk of NEk of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama.

STATE OF ALA. SHELBY ...
I CERTIFY THIS
INSTRUMENT WAS FILL L.

88 OCT 10 PM 1: 32

JUDGE OF PROBATE

1. Dead Tax \$ -

2. Mtg. Tax

3. Recording Fee 100

4. Indexing Fae 5700