

REALTY SALES CONTRACT

The undersigned Purchaser, Sybil Hanes, hereby agrees to purchase and the undersigned Seller, Jesse Holcomb Johnston, hereby agrees to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in Shelby County, Alabama, on the terms stated below:

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of §2, Twp 24N, R12E, more particularly described as: Commence at the NE corner of Lot 13, survey of Murray Hill, Sector 1; thence run S along E line of said lot 220.6 feet to the point of beginning; thence continue along last described course for 357.5 feet; thence turn left 85°14'30" and run E 200 feet; thence turn left 94°45'30" and run N 357.5 feet; thence turn left 85°14'30" and run W 200 feet to the point of beginning.

The land is not zoned, and is not the homestead of the seller.

1. The purchase price shall be \$18,000, payable as follows: \$400 earnest money, receipt of which is hereby acknowledged by Seller, and \$17,600 according to the terms of a note executed simultaneously herewith.
2. "Closing" is defined as the completion of the exchange of a deed from seller to purchaser, and a down payment, mortgage, and note; or payment in full from purchaser to seller.
3. The risk of loss as to the property passes at closing. Possession shall be delivered at or before closing.
4. Closing shall occur on or before May 1, 1996, except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title, which now is subject to a mortgage in favor of John C Murphy and wife Mary J Murphy.
5. Conveyance of the property shall be by warranty deed free of all encumbrances, including mechanics' and materialmen's liens, except as herein set out.

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2917 Pump House Rd
B'ham, AL
35243

6. Purchaser agrees to pay all property taxes accruing after 01 October 1990 (or reimburse seller therefor), agrees to pay for any survey that may be required, and agrees to pay the recording costs of the deed. Seller agrees to pay the cost of title insurance.

7. Seller agrees to deliver possession of the property in reasonable and workable condition.

8. Purchaser agrees to obtain homeowner's or all hazard insurance on the mobile home on the premises, and to furnish seller with evidence thereof. The mobile home is being conveyed along with the realty.

9. The parties shall split any closing attorney's fee.

9. Executed by all parties this 10 April 1991.

Sybil Hanes
Sybil Hanes, Purchaser (Seal)

Jesse Holcomb Johnston
Jesse Holcomb Johnston, Seller (Seal)

I, a notary public in and for the State of Alabama at large, hereby certify that Sybil Hanes and Jesse Holcomb Johnston, whose names are signed to the foregoing realty sales contract, and who are (made) known to me, acknowledged before me on this day, that, being informed of the contents of the realty sales contract, they executed the same voluntarily on this day.
Given under my hand and official seal this 10th April 1991.

Eloise R. Duncan
Notary public

MY COMMISSION EXPIRES AUGUST 22, 1993

Inst # 1993-00605

01/07/1993-00605
01:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 35.90