

Agreement for Deed

This Agreement, Made this 13 day of April, A.D. 1993

by and between George and Ann Farley

of Tuscaloosa County, Alabama, hereinafter called Sellers, and

Robert and Marie Goggins

, hereinafter called Buyers, witnesseth:

That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said Sellers hereby covenant and agree to convey and assure to the Buyers or their heirs or assigns, in fee simple, clear of all incumbrances whatever except hereinafter stated by good

and sufficient Warranty Deed of conveyance, the ground situated in County of Shelby

and State of Alabama, known and described as follows, to-wit:

Part of the SE $\frac{1}{4}$ of Section 28, Township 21 South, Range 4 West,
10 acres more or less.

Inst # 1993-10339
04/15/1993-10339
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 33.00

And the Buyers hereby covenant and agree to pay to the Sellers the sum of \$ 15,000.00, to

be paid as follows: \$ 2000.00 cash in hand, the receipt of which is hereby acknowledged, and

\$ 5500.00 Balloon Payment to be made June 30, 1993

\$ 437.50 or more per month on or before the 13 day of each and every month
For 20 Months

after the date of this instrument, to be mailed to Seller's agent, George and Ann Farley

14571 Hwy. 82 East Duncanville, AL 35456

with interest at the rate of 10% per cent, per annum on the whole sum remaining from time to time unpaid, the interest to be included in each monthly payment as stated above.

And the Buyers agree to pay all State, County and City taxes, and assessments, that may be legally levied or imposed upon said land during the term of this agreement. The Buyer agrees and covenants to carry fire insurance in the amount of \$ 0- until the unpaid balance with the interest thereon is paid in full. Sellers reserve the right at their option to secure other financing.

In case the Buyers fail to make any payments herein designated or any part thereof, such default continuing for a period of thirty (30) days, or in the event the Buyers fail to perform any of the covenants contained herein, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each hereby waived.

It is agreed that the Buyers shall only have the privilege, at the option of the Seller, of prepaying any unpaid balances due, under this contract, together with interest, if any, and other assessments that may be due, and procuring a good marketable and/or insurable Warranty Deed from the Sellers, and if this Agreement for Deed shall be exercised and said total price paid, the first party will convey this land to the second party by a good and sufficient warranty deed with title to said property and convey to said second party, if any, all of the oil and mineral rights to said property as described above.

It is further agreed by the parties hereto that this contract is not to be recorded, and that no assignment or transfer of said contract or the rights thereunder of the Buyers shall be valid and binding as against the Sellers, unless the Sellers shall consent in writing to such recording or assignment.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Witness

1. _____

2. _____

3. 117 Faust Ave

4. Hueytown, AL

35023

1. George Farley (Seal)

2. Ann Farley (Seal)
Sellers

3. Robert Goggins (Seal)

4. Marie Goggins (Seal)
Buyers

grants, the receipt whereof is acknowledged, we,
HOWARD E. HYDE and ANN P. HYDE, husband and wife, herein
referred to as GRANTORS, do grant, bargain, sell and convey
unto GEORGE L. FARLEY and ANN FARLEY, husband and wife, herein
referred to as GRANTEES, for and during their joint lives and
upon the death of either of them, then to the survivor of them
in fee simple, together with every contingent remainder and
right of reversion, the following described real estate
situated in Shelby County, Alabama, to-wit:

Part of the SE $\frac{1}{4}$ of of SW $\frac{1}{4}$ of Section 28,
Township 21 South, Range 4 West, being
more particularly described as follows:
Begin at the SE corner of said SE $\frac{1}{4}$ of
SW $\frac{1}{4}$ and run in a Westerly direction
along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section
a distance of 250.9 feet, more or less
to a point on the SW right of way line
of the Boothton-Montevallo Road (Shelby
Co. #10 Highway) for point of beginning;
thence continue last described course in
a Westerly direction for a distance of
1075.1 feet to the Southwest corner of
said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; thence turn an angle of
89 degrees 38 minutes 45 seconds in a
Northerly direction and along the West
line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of
278.7 feet; thence turn right an angle
of 90 degrees 30 minutes in an Easterly
direction for a distance of 991.3 feet,
more or less, to point on the SW bound-
ary of said road; thence turn right an
angle of 74 degrees 19 minutes 15
seconds in a Southeasterly direction and
along the SW line of said road a
distance of 297.1 feet, more or less, to
the point of beginning.

Together with all and singular the tenements, heredita-
ments, and appurtenances, thereto belonging or in anywise
appertaining in fee simple.

TO HAVE AND TO HOLD, to the said GRANTEES for and during
their joint lives and upon the death of either of them, then
to the survivor of them in fee simple, and to the heirs and
assigns of such survivor forever, together with every contin-
gent remainder and right of reversion.

✓
BRENT BANKING COMPANY

POST OFFICE BOX 8, BRENT, ALABAMA 35034

April 13, 1993

Robert and Marie Goggins have our permission to record
their Agreement for Deed on the property in Shelby County
that they are purchasing from us.

Ann Bailey
George Bailey

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