

STATE OF ALABAMA  
SHELBY COUNTY

**REALTY SALES AGREEMENT**

**THIS AGREEMENT** made and entered into this the 17th day of June, 1997, by and between Kenneth Dwight Painter, hereinafter designated as Seller, and Rodney L. Kerley, hereinafter designated as Purchaser.

**WITNESSETH:**

The Purchaser hereby agrees to buy and the Seller hereby agrees to sell and convey, on the terms hereinafter provided, the following described property, to wit: 535 Scott Road, located in Shelby County, Alabama, and which legal description is as follows:

**Parcel I**

A parcel of land in NE 1/4 of the SE 1/4 of the SE 1/4 of Section 6, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Southeast corner of Section 6, Township 22 South, Range 3 West and run west along the south line of said section a distance of 661.0 feet to a point; thence north and parallel with the section line a distance of 1949.84 feet (1940.29 feet deed) to the point of beginning; thence continue same course a distance of 700.00 feet to an old rock corner painted white as referred to in Deed Book 308 page 940 dated November 1977; thence run easterly along the north line of said Parcel II a distance of 235.0 feet more or less to the center of McHenry Creek; thence southeasterly along the meanders of said creek a distance of 700 feet more or less to the northeast corner of Callahan property; thence an azimuth of 252.26 feet Southwesterly along the northerly line of Callahan property a distance of 779.0 feet more or less to the point of beginning.

**Parcel II**

Description of the center line of a 15 foot wide easement of Ingress and Egress across Boggs, Booth and Callahan property: Commence at the center of a bridge over McHenry Creek and on the center of a public road called Scott Road; thence an azimuth of 247 degrees 56 minutes Southwesterly along said public road 397.75 feet to the intersection with the center of said Old Field Road; thence an azimuth of 302 degrees 03 minutes Northwesterly along center of said road 189.4 feet; thence an azimuth of 306 degrees 18 minutes Northwesterly along said center 59.9 feet; thence an azimuth of 315 degrees 28 minutes Northwesterly along said road 247.6 feet; thence an azimuth of 345 degrees 35 minutes Northwesterly along said road 66.0 feet to the Southerly line of Callahan property; thence proceed Northwesterly along the previous course 200.0 feet; thence an azimuth of 322 degree 33 minutes Northwesterly along said road 270.1 feet to the northerly line of said Callahan property, said road continues on into Boykin property and terminates, said easement is 7.5 feet each side of the described Old Field Road center line.

All being situated in Shelby County, Alabama

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(1) The purchase price shall be \$ 18,000.00 payable as follows: Seller acknowledges receipt of \$ 4,000.00 paid by Purchaser simultaneous with the execution of this instrument. The balance of \$ 14,109.66 shall be paid with interest thereon at the rate of 10 % per annum in equal monthly installments of \$ 370.50 each beginning June ' 20th, 19 97, and continuing on the 20th day of each month thereafter for 47 months. Payments to be received for Seller at Michael Mahon & Associates, 631 Beacon Parkway West, Homewood, AL 35209. Any delinquent payment shall carry a penalty of 5% of the minimum monthly payment herein provided and shall be considered delinquent after the 30th of the month which it was due.

(2) The Purchaser shall not sell or assign this agreement or said premises or any part thereof without first obtaining the written consent of the Seller.

(3) Right of Possession passes to Purchaser upon execution of this agreement.

(4) The Purchaser acknowledges receipt of the premises herein described in their present condition and agree not to do or suffer any waste or nuisance upon said premises or to injure, overload or deface the same or any part thereof or to suffer or permit the same, during or at the termination of this agreement. It is also understood that the Purchaser shall be responsible for all maintenance of the premises during the term of this agreement and shall be required to continue the same in its present condition.

(5) This agreement is made upon the express condition that the Seller shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the Purchaser, their agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereon during the term of this agreement, or occasioned by any occupancy or use of said premises or any activity carried on by Purchaser in connection therewith, and Purchaser hereby covenant and agree to indemnify and save harmless the Seller from all liabilities, charges, expenses ( including attorney's fees ) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same.

(6) During the term of this agreement, Purchaser shall comply with all laws and ordinances and regulations, including, but not limited to, those effecting the use or occupation of said premises, and shall not participate in any illegal activities on the said premises nor will they permit the same thereon and further, that the Purchaser will exonerate and hold harmless the Seller for any such activity thereon and/or any legal prosecutions, liabilities or claims related thereto; The Purchaser further agrees to hold the Seller completely harmless against any and all government seizures maintained against the said premises during the term of this agreement and in the event thereof, to continue to remain liable for the payment of all payments and obligations provided hereunder.

(7) Seller and Purchaser agree that all improvements placed upon the premises during the term of this agreement shall remain on the property and shall become a part of the same.

(8) It is understood and agreed that upon payment in full of the consideration described in paragraph one (1) hereinabove, the Seller shall promptly execute a good and sufficient warranty deed conveying title in fee simple to the premises free and clear of all encumbrances



and shall deliver said conveyance to the Purchaser without further expense beyond the consideration herein described. If, however, the Purchaser shall become delinquent in the payment of the consideration outlined in the said paragraph one (1) hereinabove, for a period of time in excess of thirty (30) days from the date payment of such consideration is due, or in the additional event that the Purchaser shall violate or not comply with any of the terms and conditions of this agreement, then and in either of said events, the Seller shall have the right of immediate re-entry and the provisions of this agreement shall be considered to be terminated and all sums paid hereunder shall be forfeited by the Purchaser in favor of the Seller and the balance payable hereunder, at the sole election of the Seller, shall be immediately due and payable in full. In said event, the Purchaser shall be liable in full for any court costs or reasonable attorney's fees incurred in connection with the failure of the Purchaser to comply with the terms of this agreement.

(9) The failure of the Seller to insist on Strict Performance on any of the provisions of this Realty Sales Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such provision, but the same shall remain in full force and effect.

(10) It is understood and agreed by and between the parties hereto that this agreement shall be binding upon the heirs, executors, administrators or other legal representatives and/or legal successors to the parties to this agreement.

(11) It is understood and agreed that during the term of this agreement, the Purchaser shall be responsible for paying all ad valorem taxes incurred on the property.

X — ~~OK~~ (12) It is understood and agreed that there is a fifty foot set-back line for building and that no junk vehicles or other debris visible to the road is permitted. X —

(13) Purchaser may pre-pay without penalty.

(14) This property is subject to a certain mortgage with instrument #1995-05453 and recorded at Shelby County Probate Office on the 2nd day of March, 1995.

(15) It is further understood and agreed by the Seller and the Purchaser that the agreements contained herein represents all agreements and conditions agreed upon, and that there are no oral agreements between the parties, and that any additional agreements between the parties shall be in writing and once properly executed, attached hereto and made a part hereof.

**THIS IS A LEGALLY BINDING AGREEMENT. READ IT BEFORE YOU SIGN.**

Done this the 17th day of June, 19 97.

Seller:

Kenneth L. L...

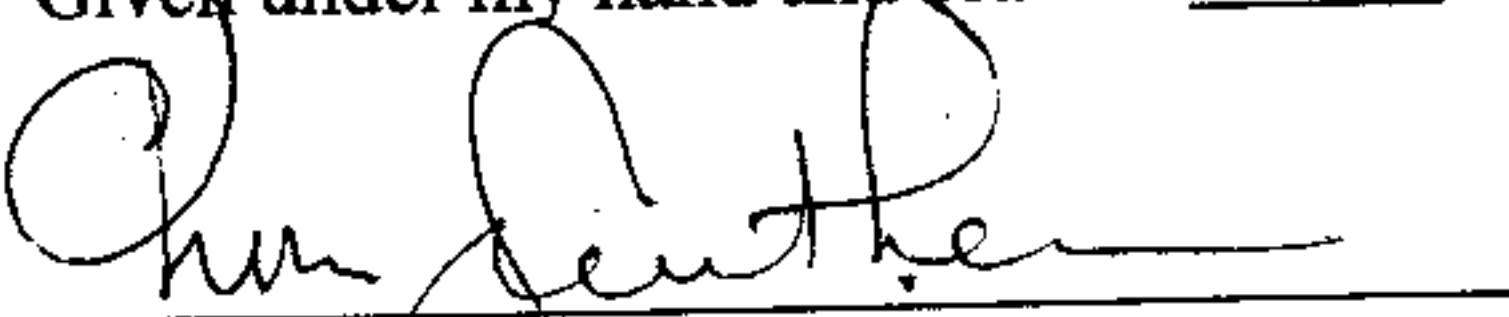
Purchaser:

Robert L. K...

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Kenneth Dwight Painter whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17 th day of June, 19 97.



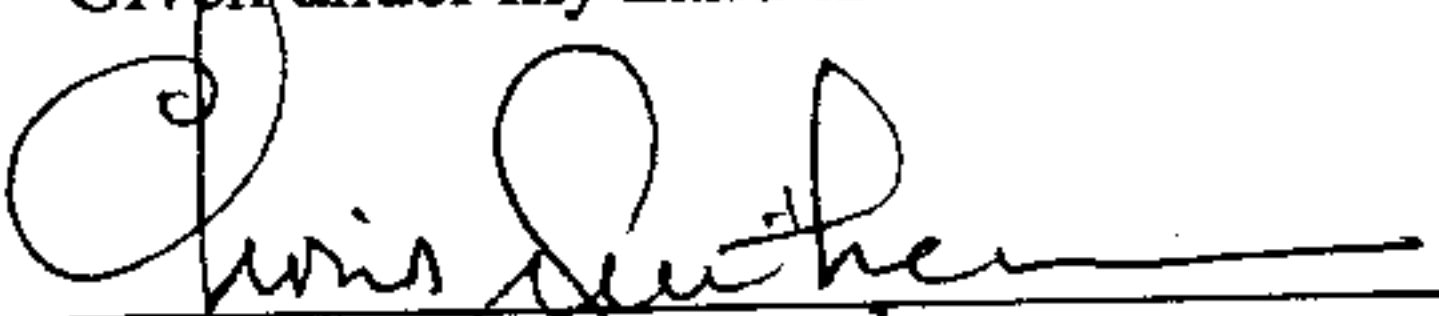
Notary Public

My Commission Expires: 5-13-2000

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Rodney L. Kerley whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 17 th day of June, 19 97.



Notary Public

My Commission Expires: 5-13-2000

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