

LAND SALES CONTRACT

STATE OF ALABAMA
SHELBY COUNTY

The undersigned Purchasers DENNIS ADAMS and PAULA ADAMS hereby agrees to purchase and the undersigned Sellers HOWARD HISER and ALINA HISER hereby agrees to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of ALABASTER, County of SHELBY, Alabama, on the terms stated below:

Address 164 KENTWOOD DRIVE and legally described as Lot 13 Block 00 Survey KENTWOOD Map Book 16 Page 109.

1. The selling price of said property shall be One Hundred Forty Six Thousand Four Hundred and no/100 Dollars (\$146,400.00). The selling price set forth herein shall be payable as follows:

- A. Two Thousand and no/100 Dollars (\$2,000.00) cash earnest money to be paid at the time of execution of this Land Sales Contract.
- B. Three Thousand and no/100 Dollars (\$3,000.00) cash down payment to be paid at the time Purchasers take possession.
- C. The Purchasers shall execute to the Sellers a Promissory Note in the amount of One Hundred Forty One Thousand Four Hundred and no/100 Dollars (\$141,400) to bear interest at the rate of seven and onehalf percent (7.5%) per annum; said note to be payable in seventytwo (72) monthly installments with a balloon payment due on December 15, 2003 equal to the full balance due on said date. The first installment to be due on the 15th day of December, 1997 and a like and similar installment due on the 15th day of each succeeding month until the entire indebtedness is paid in full.
- D. An initial payment of principle and interest will be Nine Hundred and no/100 Dollars (\$900.00), or more at Purchaser's option, per month. Every March through the life of the mortgage, the minimum payment will increase Seventy Dollars (\$70.00) per month. For example:

12/15/97 thru 02/15/98	\$900.00 per month or more
03/15/98 thru 02/15/99	\$970.00 per month or more
03/15/99 thru 02/15/00	\$1040.00 per month or more
03/15/00 thru 02/15/01	\$1110.00 per month or more
- E. If the interest rate on December 15, 2003 on either a VA, FHA, or conventional mortgage is not eleven percent (11.0%) or less, sellers agree to execute a new promissory note for the full balance due on said date for a period of twelve months at the new interest rate equal to the existing rate plus one-half of the difference between the existing rate and the lowest available rate. The mortgage will continue to be extended at each annual anniversary until the available interest rate is eleven percent (11.0%) or less.

2. At such time as the Purchasers herein have paid to the Sellers herein the total consideration, including interest, as set forth in the within contract, the Sellers herein shall execute and deliver a warranty deed to the Purchasers herein for said property free and clear of all liens and encumbrances incurred prior to November 15, 1997; and subject to any mineral and/or mining rights not owned by the Seller, utility easements, residential subdivision covenants, restrictions and building lines of record.
3. The Sellers herein shall pay the ad valorem taxes on said property until such time as the consideration has been paid and a deed delivered to the Purchasers herein. The annual taxes on said property is five hundred ninetyeight and 40/100 dollars (\$598.40) and the renewal taxes shall be due and payable October 1, 1998; beginning November 15, 1997 the Purchasers shall pay to the Sellers said taxes in the amount of five hundred ninetyeight and 40/100 dollars (\$598.40) prorated per month

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or such amount as may be charged for said taxes: the Purchasers shall continue to pay said taxes as described herein to the Sellers on a monthly basis when the principal and interest payment is due until the consideration is paid in full.

4. The Sellers herein have a dwelling on said property insured in the amount of one hundred thirtysix thousand seven hundred and 00/100 dollars (\$136,700.00): the Sellers shall maintain said insurance on said dwelling: the annual insurance premium on said dwelling is four hundred nintyone and 00/100 dollars (\$491.00) and the renewal premium shall be due and payable August 6, 1998: beginning November 15, 1997 the Purchasers shall pay to the Sellers said insurance premium in the amount of four hundred nintyone and 00/100 dollars (\$491.00) prorated per month or such amount that may be charged by the insurance company for said insurance: the Purchasers shall continue to pay said insurance premium as described herein to the Sellers on a monthly basis when the principal and interest payment is due until the consideration is paid in full: in the event a loss occurs and insurance proceeds are paid to the Sellers herein, the said insurance proceeds shall be applied first to the indebtedness owed by the Purchasers to the Sellers herein, and any remainder, if any, is to be paid by the Sellers to the Purchasers herein.
5. The Sellers shall pay the termite bond on said property until such time as the consideration has been paid and a deed delivered to the Purchasers herein. The annual termite bond on said property is eighty and 00/100 dollars (\$80.00) and the renewal termite bond shall be due and payable MAY 1, 1997: beginning November 15, 1997 the Purchasers shall pay to the Sellers said termite bond in the amount of eighty and 00/100 dollars (\$80.00) prorated per month or such amount as may be charged for said termite bond: the Purchasers shall continue to pay said termite bond as described herein to the Sellers on a monthly basis when the principal and interest payment is due until the consideration is paid in full.
6. During the term of this contract the Purchasers shall be responsible for all utilities on said real estate described herein.
7. In the event that the Purchasers shall default in the timely payment of the note described herein or in the event the Purchasers shall default in any other provisions of the within contract the Sellers may re-enter and take possession of said premises, declare the within contract null and void, and any amounts paid hereunder shall be retained by the Sellers as rental.
8. The Sellers and Purchasers mutually agree that the Sellers may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract and shall be a first lien upon the land superior to the rights of the purchasers herein.
9. The Sellers and Purchasers mutually agree that if the Sellers interest in this property is encumbered by mortgage, the Sellers shall meet the payments of principal and interest thereon as they mature, and in default of the Sellers the Purchasers may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at seven and onehalf percent per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Sellers therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form

above provided containing a covenant by the grantee to assume and agree to pay the same.

10. The Purchasers shall indemnify and hold harmless the Sellers from any claim for injuries that may occur on said property. The Purchasers agree to use, maintain, and occupy said premises in accordance with any and all restrictions thereon, to keep the premises in accordance with all police, sanitary, and other regulations imposed by any government authority, to maintain the premises and the buildings thereon in as good condition as they are at the date of possession date and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Sellers security, without the written consent of the Sellers.

The provisions herein shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

Both the Purchaser and the Seller have participated in preparing this contract and consideration for or against either party shall not be based upon which party prepared the contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 21 day of November, 1997.

Alexia L. Hesse
Seller

Howard G. Hesse
Seller

Dennis B. Adams
Purchaser

Paula D. Adams
Purchaser

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a notary public in and for said County, in said State, hereby certify that
_____ whose names as Sellers are signed to the
foregoing Sales Contract, and who are known to me, acknowledged before me on this day that,
being informed of the contents of the sales contract, they executed the same voluntarily on the
day the same bears date.

Given under my hand and seal this the 21 day of November, 1997.

Alan Chunta
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a notary public in and for said County, in said State, hereby certify that
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