

THIS INSTRUMENT WAS PREPARED WITHOUT EVIDENCE OF TITLE INSURANCE.

STATE OF ALABAMA)
SHELBY COUNTY)

REALTY SALES AGREEMENT

THIS AGREEMENT is hereby executed on the 8TH day of June, 2001, by and between Scott Lovelady, a married person, hereinafter designated as Seller, and Shannon Kay Harless, a single person, 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: 405 Birmingham Street, Wilton, Alabama, located in Shelby County, Alabama, and which legal description is as follows:

A part of Lot 22, Block 1, Birmingham Junction, as recorded in Deed Book 14, Page 232, in the Probate Office of Shelby County, Alabama, described as follows: The East 89 feet of the South 175.0 feet of Lot 22, Block 1, Birmingham Junction, recorded in Deed Book 14, Page 232, Shelby County, Alabama.

The above legal description was taken entirely from that certain Foreclosure Deed recorded in Instrument No. 2001-22894 on the 5th day of June, 2001 in the Probate Office of Shelby County, Alabama.

- (1) The purchase price shall be \$80,000.00 payable as follows: Seller acknowledges receipt of all weekly installments due prior to execution of this instrument. The balance of \$80,000.00 shall be paid with interest thereon at the rate of 14.00% per annum in equal weekly installments of \$244.76 each beginning July 1, 2001, and continuing on the 1st day of each month thereafter for 15 years. Payments to be received by Seller at P.O. Box 197, Montevallo, AL 35115. Any delinquent payment shall carry a penalty of 5% of the minimum weekly payment herein provided and shall be considered delinquent if received more than three (3) days after the due date
- (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 ("as is") and agrees 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 five (5) weeks 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.

- (12) The Purchasers acknowledge that they take the property subject to any and all restrictions of record.
- (13) Purchaser may pre-pay without penalty.
- (14) The Purchaser shall bear risk of loss. Purchaser shall procure hazard insurance on said property and name the Seller loss payee. The amount of coverage shall be at least the principal loan amount.
- (15) Purchaser agrees, beginning at the date of occupancy that they will keep the contents insured against loss by fire, storm, and/or flood in an amount not less than the principal loan balance (as referenced in paragraph one [1]) by what is known as extended coverage insurance, specifically including fire, storm, and/or flood, said buildings to be insured in the name of the Purchaser, with the Seller named as lien holder and loss payee. If Purchaser fails to maintain said insurance policy, then Seller shall have the right, at the Seller's option, to cancel and annul this Realty Sales agreement and to repossess this property as if this agreement has never been executed.
- (16) The Purchaser shall assume full liability for the property taxes (October 2000- September 30, 2001) on the property. Payment shall be made on or before December 21, 2001.
- (17) The Seller has disclosed and the Purchaser acknowledges the following: The Seller acquired his interest on said property by deed of foreclosure executed on the 4th day of January, 2001; this instrument is executed subject to the one (1) year right of redemption which expires on January 4, 2002; and the Purchaser accepts this property subject to said redemptionary period.

Seller's Initials SL

Purchaser's Initials SKH


- (18) 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 8th day of June, 2001.

Seller:

Purchaser:


Scott Lovelady


Shannon Kay Harless

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Scott Lovelady whose name is 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of June, 2001.



Notary Public
My Commission Expires: 5/13/04

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Shannon Kay Harless whose name is 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 8th day of June, 2001.



Notary Public
My Commission Expires: 5/13/04

THIS INSTRUMENT WAS PREPARED BY:
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Inst # 2001-23915