

Handwritten notes:
copy of CM
left
in probate
court

THIS AGREEMENT OF SALE made and entered into on the day hereinafter expressed by and between

Opouette HOLSENBACK PURCHASER
and ALMA BROOKER SELLER

WITNESSETH:
SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER the following described property subject to all existing restrictions, reservations, easements and/or leases, if any, on the following terms and conditions:

DESCRIPTION OF PROPERTY: LOT 141' X 110' BLOCK SEE ATTACHED
Address: 482 WILDERNESS LANE, ALABASTER, AL 35007

PURCHASE PRICE
AN EQUITY OF \$ N/A ~~3288.91~~

EARNEST MONEY, receipt of which is hereby acknowledged 3,000.00
~~3288.91~~

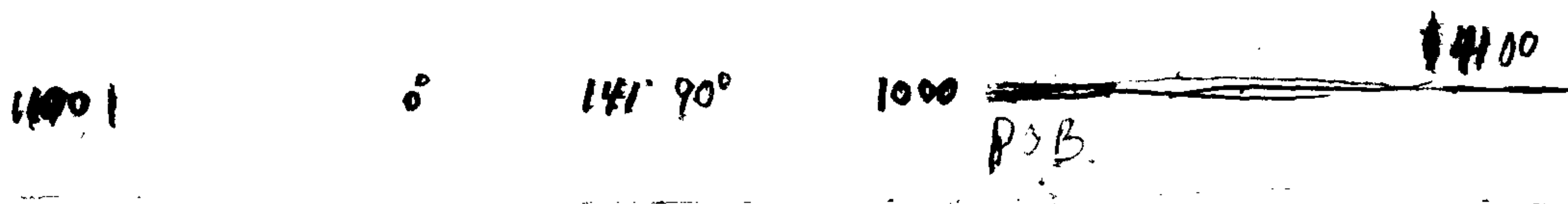
CASH due at closing not including CLOSING-COST & PREPAID ITEMS LISTED BELOW 2288.91

This agreement is subject to PURCHASER being able to N/A a loan in the approximate amount of \$ N/A
The SELLER and PURCHASER agree to exert all reasonable effort and diligence to obtain such a loan. In the event the rate of interest on this loan changes subsequent to the date of this agreement, PURCHASER agrees to close loan at prevailing rate of interest at time of loan closing. If balance due under this agreement will necessitate the obtaining of a mortgage loan by PURCHASER then SELLER agrees to pay prevailing rate of discount at time of closing.

If Property is abstracted, SELLER agrees to furnish PURCHASER an abstract of title to date disclosing a good and merchantable title and a Warranty Deed free from encumbrances except as herein mentioned

ADDITIONAL PROVISIONS: 20 SELLER to pay all cost of this sale except N/A paid by PURCHASER

Handwritten note:
Seller agrees to finance balance due at closing in the amount of ~~\$3288.91~~ at an interest rate of 7.9%. Payment to be ~~\$3288.91~~ for 12 mos. beginning 7-1-99. In the event purchaser should default, Seller has the legal right, after 30 days, to foreclose.



CLOSING DATE 5-26-99 POSSESSION DATE 5-26-99

PURCHASER AGREES TO MAKE PAYMENT DUE N/A
All taxes and insurance shall be N/A as of the consummation of this sale which shall be within days after abstract is delivered to N/A attorney. Escrow account will be current at time of sale closing

In the event this sale is not consummated through no fault of the PURCHASER, then all binder monies will be refunded.
PURCHASER attaches hereto own payment in the amount of \$ 3000.00 to act as good will earnest money and to be applied to the balance due at the consummation of sale. Should the PURCHASER fail to carry out this agreement, in accordance with all of its provisions, the earnest money as shown herein shall be forfeited as liquidated damages, at the option of the SELLER, and the earnest money so forfeited shall be divided equally between the SELLER and the Agency, or SELLER may proceed for specific performance and the Agency shall be entitled to the commission. This receipt is given subject to the approval of the owner of the above described property.

WITNESS OUR HANDS this the 26 day of May, 1999
WITNESS Jerry A. Brubaker PURCHASER
Opouette Holsenback PURCHASER

WITNESS Jerry A. Brubaker PURCHASER ACKNOWLEDGES RECEIPT OF THIS CONTRACT
Alma H. Brooker SELLER
 SELLER

SELLER ACKNOWLEDGES RECEIPT OF THIS CONTRACT
THIS IS A LEGAL DOCUMENT. READ CAREFULLY BEFORE YOU SIGN, AND SEE REVERSE SIDE

Section 15 TP 21 S R 3 W Runs 141' Thence
Right 90~~00~~ DEGREES 110' And Runs 90 DEGREES
141' Thence Right 90 DEGREES 110' P.O.B