


AGREEMENT

Agreement made this the 8 day of January by and between Michael R Fogle hereinafter referred to as FIRST PARTY", and Susan Callahan, hereinafter referred to as "SECOND PARTY",

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WITNESSETH:

See Attached

  
20160108000008360 1/5 \$8.75  
Shelby Cnty Judge of Probate, AL  
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Whereas, First Party desires to sell to Second Party the said real property, upon the terms and conditions hereinafter stated, and:

Whereas, Second Party desires to purchase the abovesaid real property,

NOW THEREFORE, it is hereby agreed to by and between the parties hereto that:

(1) First Party does hereby demise and lease unto the Second Party the above described premises, beginning January 8 2016.

(2) In consideration of said lease, Second Party agrees to pay as rent to the First Party, the sum of \$9500.00 together with interest thereon at the rate of 0 per annum, as follows:

(a) \$5,000 down finance \$4500 ( ), upon execution of this agreement, and,

(b) A minimum monthly payment of \$110.00 ( ) per month beginning March 2016 and continuing on the 5th of each successive month thereafter, with payment in full upon the balance of 4500.00 Dollars ( \$ 4500.00 ), together with interest at the rate of 8% ( 8 %) per annum, on or before the 5th day of February 2020.


Second Party shall have the right at any time to pay off or make any additional payments upon principal at any time during the term of this agreement without penalty. *This property is free of all debts MRF S8*

In addition to the foregoing, Second Party agrees to pay as rent all taxes and assessments, including the taxes for the current year, which may from time to time be levied or made against the premises by the State of Alabama, or by any municipal authority under the laws of that state, or before the time whereon they shall be payable, so as to avoid all penalties on account of the non-payment thereof. Second Party also agrees at all times to keep the property insured against loss or damage, with loss payable to First Party as his interest may appear.



- (3) In the event that the second party shall fail to pay the installments of rent at the times herein stipulated, or shall at any time fail to pay such taxes or assessments when due and payable, or to provide and maintain such insurance, then in either of events, First Party may at his option either pay such taxes and assessments or provide such insurance in which case the amount so paid by First Party, together with interest thereon at the rate of 10% per annum, shall be payable on demand as the rent reserve : or in the event of the failure of the Second Party to make such payments or any of them at the times and in manner above set forth, First Party shall have the right to declare this agreement at an end to reenter and take possession of the demised premised and to expel Second Party there from without in any wise being a trespasser in so doing, and the failure to take such possession shall not be construed as a waiver of his right, or estop him at any time thereafter from so doing. Further Second Party agrees and acknowledges that, in the event of failure to pay any of the above said sums, all of the monies previously paid by Second Party to First Party shall be deemed to be rent of the above premises. In addition to the forgoing, any and all improvements made on the premises shall be considered to be made for the benefit of First Party and Second Party agrees that upon the above said failure to pay said sums, Second Party relinquishes any and all rights he may have in said improvements.
- (4) It is understood and agreed that at the end of the above said term, if Second Party has complied with each and all conditions, of the agreement, then First Party agrees that all sums of monies paid to First Party shall be considered payment in full for the above said property and shall make and execute a deed conveying said property to Second Party.
- (5) This agreement inures only to the benefit of Second Party's rights under this agreement, without the prior written consent of First Party, shall be void.
- (6) First Party shall deliver possession of Second Party of the subject premises upon the execution of this agreement.
- (7) Hold Harmless Clause. Second Party shall hold First Party Harmless and agrees to indemnify First Party for any and all losses or damages charged by anyone against this property while in possession of Second Party.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this 8<sup>th</sup> day of January 2016

  
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Witness

  
  
  
Notary

MY COMMISSION EXPIRES OCTOBER 11, 2017



In consideration of one dollar and other good and valuable considerations paid to Mead Land Services, Inc., a corporation, (hereinafter called MLS) by F. Richard Fogle and Anna Carol Fogle (hereinafter called Grantees), the receipt of which MLS hereby acknowledges, MLS does hereby grant, bargain, sell and convey unto the 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 (hereinafter called Real Estate):

West 1/2 of the SE 1/4 of Section 5, Township 21 South, Range 2 West. Containing 79.15 acres, more or less.

Also: Commence at a point in the center line of an existing chert road, said point being 320.0' South of the Northwest corner of Section 9, Township 21 South, Range 2 West and lying on the West line thereof for the point of beginning; thence run eastwardly along said center line to a point which is 200.0' West of the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 21 South, Range 2 West as measured along the South line thereof; thence leaving said center line run westwardly along the South line of said North 1/2 of the SE 1/4 of the SE 1/4 to the Southwest corner thereof; thence run southwardly along the West line of the SE 1/4 of the SE 1/4 to the Southwest corner of the SE 1/4 of the SE 1/4; thence run southwardly along the East line of the NW 1/4 of the NE 1/4 of Section 9, Township 21 South, Range 2 West to the Southeast corner thereof; thence run westwardly along the South line of said NW 1/4 of the NE 1/4 to the Southwest corner thereof; thence run southwardly along the East line of the SE 1/4 of the NW 1/4 of said Section 9, to the Southeast corner thereof; thence run westwardly along the South line of the SE 1/4 of the NW 1/4 of said Section 9 to the Southwest corner of the East 1/2 of the SW 1/4 of the NW 1/4 of said Section 9; thence run northwardly along the West line of said East 1/2 of the SW 1/4 of the NW 1/4 of said Section 9 to the Northwest corner thereof; thence run westwardly along the South line of the NW 1/4 of the NW 1/4 of said Section 9 to the Southwest corner thereof; thence run northwardly along the West line of said NW 1/4 of the NW 1/4 to the point of beginning. Containing 241.50 acres, more or less.

This conveyance is made subject to: (1) real estate ad valorem taxes for the tax year ending September 30, 1981; (2) all restrictions, reservations, encroachments, rights, conditions, streets and roads (whether dedicated or undedicated), covenants, leases, rights-of-way and easements (whether the foregoing are recorded or unrecorded) which affect the Real Estate, and without limiting the foregoing, this conveyance is made subject to all existing electric power lines, telephone lines, gas lines and other pipelines

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all laws, ordinances, regulations, restrictions or orders of any federal, state, county or municipal government or of any public authority, including, without limitation, zoning and any other restrictions imposed by governmental authority, which affect the Real Estate; (4) all conditions which an accurate and complete survey would disclose; (5) with regard to the portion of the Real Estate located in Section 5, Township 21 South, Range 2 West, the minerals and mining rights are excepted.

With regard to the portion of the Real Estate located in Section 5, Township 21 South, Range 2 West, all of the coal, gas, iron ore, limestone, oil and other minerals in and under the Real Estate (hereinafter collectively called Minerals) and all mining rights necessary or incidental to the removal of the Minerals from the Real Estate, including the right to transport through the Real Estate coal, gas, iron ore, limestone, oil and other minerals from lands which adjoin the Real Estate, without using the surface of the Real Estate, have been reserved by a prior owner of the Real Estate and this conveyance of the Real Estate is made subject to such reservation of Minerals and rights. No right of action for damages on account of injuries to the Real Estate or to any buildings, improvements, structures, pipelines, wells, water courses or other sources of water supply now or hereafter located on the Real Estate or to the Grantees or to other occupants or persons in or upon the Real Estate resulting from any past mining operations, or resulting from blasting, dewatering, or the removal by any party at any time heretofore of coal, gas, iron ore, oil, limestone or other minerals or coal, ore, or other mineral seam or other roof or surface supports, in or from the Real Estate or adjoining, adjacent or other lands shall ever accrue to, or be asserted by, the Grantees or by other occupants of the surface of the Real Estate, their heirs, successors or assigns, or by anyone else, the surface and surface rights in the Real Estate being hereby made expressly subject to all such injuries from past mining operations. The covenants herein contained constitute covenants, rights and easements running with the land (the Real Estate) as against the Grantees and all persons, firms or corporations now or hereafter holding the surface or surface rights of the Real Estate.

To have and to hold to the 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 each survivor forever, together with every contingent remainder and right of reversion.

In witness whereof, Mead Land Services, Inc., by its Senior Vice President, P. R. Satterwhite, who is authorized to execute this conveyance, has hereto set its signature and seal, this the \_\_\_\_\_ day of June, 1981.

Attest:

Mead Land Services, Inc.

\_\_\_\_\_  
Its Assistant Secretary

By P. R. Satterwhite  
Its Senior Vice President



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I, Ted M. Turbeville, a Notary Public in and for said County, in said State, hereby certify that P. R. Satterwhite, whose name as Senior Vice President of Mead Land Services, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19<sup>th</sup> day of June, 1981.

Ted M. Turbeville  
Notary Public

Notary Public, Alabama State at Large  
My Commission Expires January 28, 1982  
Bonded by Western Surety Co. of SD

NOTARY MUST AFFIX SEAL

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THIS INSTRUMENT PREPARED BY:  
FRANK C. GALLOWAY, JR.  
CABANISS, JOHNSON, CARPENTER, DUNN & STONE  
1900 First National-Southern National Bldg.  
Birmingham, Alabama 35203

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deed tax - 237.00  
Rec. 4.50  
Ad. 1.00  
342.50