

Shelby County, Alabama

\_\_\_\_\_, 2017

**CONTRACT FOR THE SALE OF REALTY AND MOBILE HOME**

The Undersigned Purchaser, Dal Haltiwanger, (hereinafter referred to as "Purchaser") hereby agrees to purchase and the Undersigned Seller(s), **Prestin J. Horton and wife, Nicole B. Horton**, (hereinafter referred to as "Sellers") hereby agree to sell real property located at **727 Gould Rd. Columbiana AL 35051, including the 2011 Cabco mobile home situated there on**, (hereinafter referred to as "The Property"), and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

**W I T N E S S E T H:**

**WHEREAS**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser and Sellers agree as follows:

1. **PURCHASE PRICE.** The total purchase price **\$49,500.00** paid as follows:
  - a. The payoff by Purchaser of the existing real-estate lien on the real-estate and the note encumbering the mobile home situated thereon, the approximate payoff of which is **\$29,500.00**.
  - b. In addition to the payoff of the above liabilities, the Purchaser agrees to pay Sellers, Preston and Nicole Horton, the sum of **\$20,000.00** cash at closing.
2. **THE EXPENSES.** The Purchaser shall be responsible for paying all closing costs and other expenses incidental to the sale, including any recording fees.
3. **PRORATION OF TAXES.** Is determined the date of closing, if any, are not to be prorated and the Purchaser shall be responsible for the payment of any taxes due on said property for the current tax year.
4. **CLOSING AND POSSESSION DATES.** The sale shall be closed and the deed to the real property delivered upon the execution of this contract. Possession of the real-estate and the mobile home is to be given immediately upon execution of the deed and bill of sale for the mobile home.
5. **CONVEYANCE.** Sellers agree to convey the property to Purchaser by general warranty deed free of all encumbrances.
6. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Purchaser and Sellers regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Sellers, whether oral or written. Neither Purchaser nor Sellers shall be bound by any understanding, agreement, promise or representation concerning the Property, expressed or implied, not specified herein.



7. **SELLERS WARRANT** that they have not received notification from any lawful authority regarding any assessment, pending public improvements, condemnation or notice of other action affecting the property. The Sellers warrant that there are no unpaid indebtedness on the Property except as described in this contract. These warranties shall survive the delivery of the above deed.

8. The property is sold "AS IS" with no warranties as to the condition of the property or the appliances, fixtures, electrical, plumbing, heating, cooling, septic or other systems.

**PURCHASER:**

\_\_\_\_\_  
Dal Haltiwanger

**SELLERS:**

\_\_\_\_\_  
Preston J. Horton

\_\_\_\_\_  
Nicole B. Horton



**BILL OF SALE**

**\$49,500.00**

**April 19 2017**

IN CONSIDERATION of the sum of \$49,500.00 Dollars paid to the undersigned, receipt of which is hereby acknowledged, the undersigned grants, bargains, sells and assigns all its right, title and interest in and to the automobile described as:

|              |                         |               |             |
|--------------|-------------------------|---------------|-------------|
| <u>Cabco</u> | <u>2011 mobile home</u> | <u>KB3214</u> | <u>6573</u> |
| Make         | Year & Type             | Model No.     | Serial No.  |

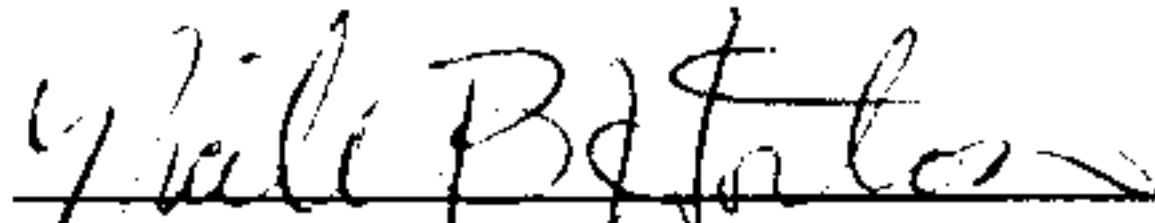
\_\_\_\_\_  
To: Dal Haltiwanger

\_\_\_\_\_  
(Address)

  
20170420000134810 3/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
04/20/2017 12:02:49 PM FILED/CERT

SELLER WARRANTS THAT HE HAS GOOD TITLE TO SAID MOBILE HOME AND THAT SAID MOBILE HOME IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES. SAID MOBILE HOME SOLD "AS IS."

  
\_\_\_\_\_  
Preston J. Horton      Seller

  
\_\_\_\_\_  
Nicole B. Horton      Seller

Acknowledged and Accepted:  
\_\_\_\_\_

STATE OF ALABAMA :  
COUNTY OF SHELBY :

On this 20 day of APRIL, 2017, before me personally came \_\_\_\_\_, to me known and upon duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/14/20

