

August 27, 2020

REAL ESTATE SALES CONTRACT

1. ELAINE CONNORS, a single woman (Seller), whose address is 2401 16th Street, Calera, Alabama 35040, hereby agrees to sell, MONTROSE, INCORPORATED, an Alabama corporation (Purchaser), hereby agrees to purchase, on the terms hereafter stated, the following described real estate (the Property):

33.52 acres located in Shelby County, Alabama, and shown on the map attached as Exhibit "A".

2. The Purchase Price is \$58,660.00, payable as follows:

i. \$5,000.00, cash, to be paid to Pilcher & Pilcher, P.C., attorney for Purchaser, as earnest money three days after Seller signs this Contract; and

ii. The balance of the Purchase Price shall be paid to Seller in cash at the time of closing.

3. Seller agrees to furnish Purchaser, at the cost of Purchaser, an abstract of title, commencing and assuming title at a point generally accepted by local practice, duly extended to date, showing good and merchantable title to the Property free from all liens and encumbrances other than the Permitted Exceptions (as hereafter defined); otherwise, the earnest money shall be returned to Purchaser without interest, and the parties shall thereafter be under no further or other liability to one another under this Contract.

4. The Property will be conveyed to Purchaser by Warranty Deed subject to the following title exceptions (the Permitted Exceptions): (i) general and special taxes and assessments for the current year and subsequent years; (ii) all easements and rights-of-way which are approved by Purchaser; and (iii) all prior reservations or conveyances of minerals and mining rights.

5. Purchaser reserves the right to assign this Contract in connection with a Section 1031 exchange.

6. The sale shall be closed and the deed delivered on or before 45 days from the date hereof (the Closing Date) at the law offices of Pilcher & Pilcher, P.C., 28 Broad Street, Selma, Alabama. Time is and shall be of the essence of this Contract.

7. Prior to the Closing Date Purchaser and its agents may go onto the Property and conduct such inspections as Purchaser deems necessary.

8. Possession of the Property shall delivered to Purchaser on the Closing Date.

9. Purchaser shall pay the following closing costs: (i) deed preparation charges and a closing fee due to Pilcher & Pilcher, P.C.; (ii) recording fees and deed and mortgage taxes; (iii) title insurance and abstract charges; and (iv) all other costs incurred by Purchaser in order to pay the Purchase Price and close the sale called for by this Contract.

10. It is not expected Seller shall pay any closing costs. However, Seller shall pay all costs which she incurs in order to close the sale called for by this Contract.

11. On the Closing Date Seller and Purchaser shall execute and deliver to the closing, settlement, and title agents such resolutions, affidavits, and certifications as may be reasonably required by said agents.

12. This Contract states the entire agreement of the parties relating to the purchase and sale of the Property, and merges in this Contract all statements, representations, and covenants heretofore made by the parties. Amendments to this Contract shall be in writing and must be signed by all parties to this Contract.

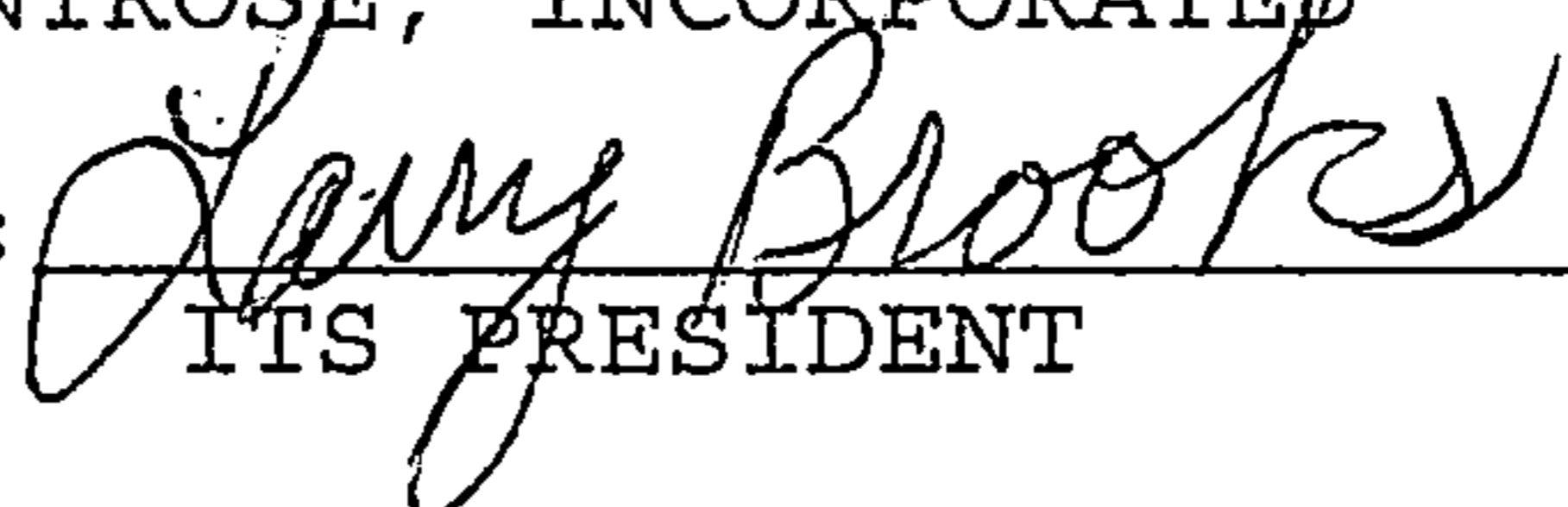
13. This Contract shall inure to the benefit of and shall be fully binding upon all of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.


14. This Contract is made in Alabama, and shall be governed and construed under and in accordance with the laws of Alabama.

15. Purchaser and Seller represent to one another that no Realtor has represented them relative to the Property or the negotiation of this Contract.

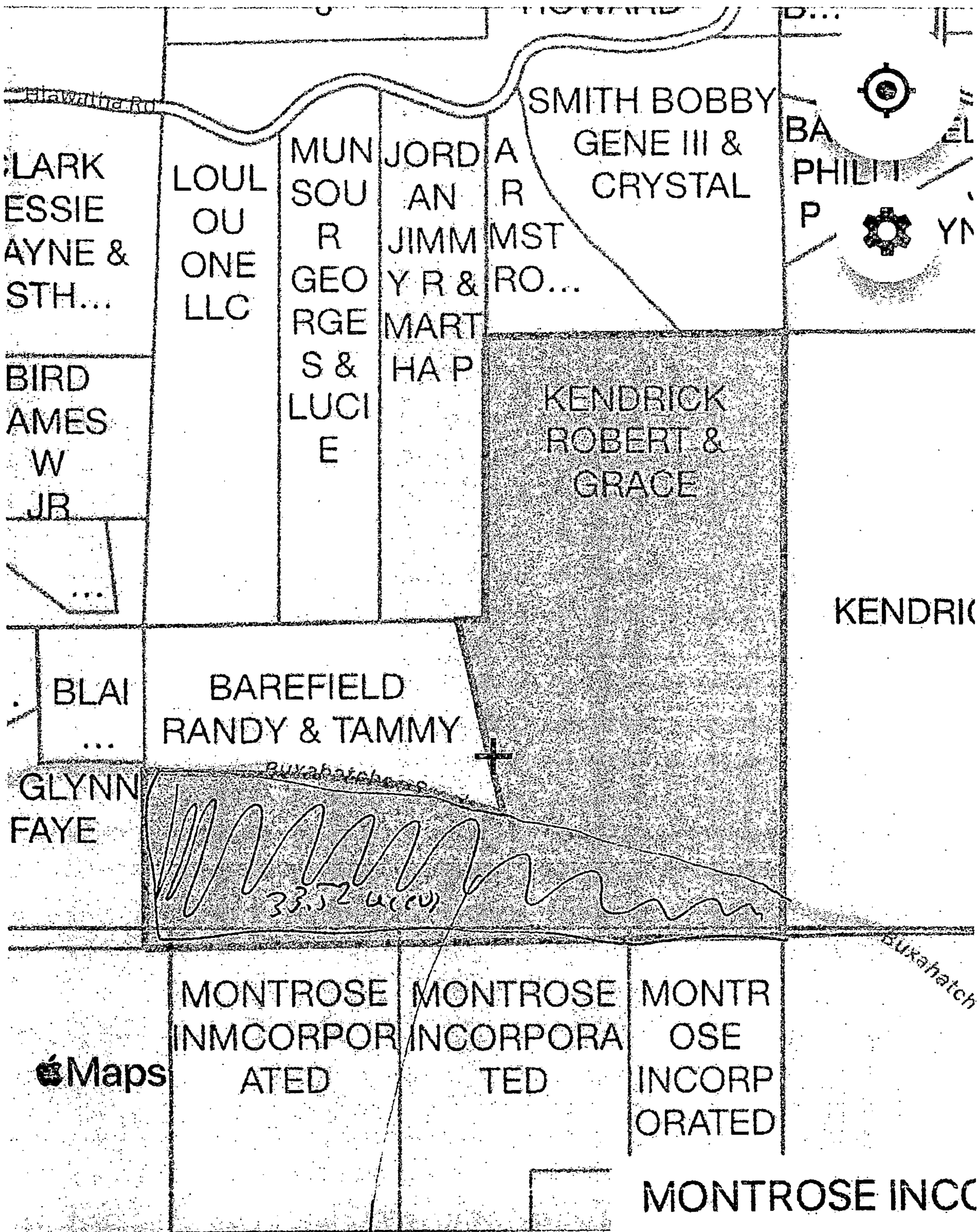

ELAINE CONNORS

MONTROSE, INCORPORATED

BY: 
ITS PRESIDENT


20210217000078630 2/6 \$42.00
Shelby Cnty Judge of Probate, AL
02/17/2021 11:13:16 AM FILED/CERT

Q Address, Owner, or APN



Owner

KENDRICK ROBERT & GRACE

Address

subject property



20210217000078630 3/6 \$42.00
Shelby Cnty Judge of Probate, AL
02/17/2021 11:13:16 AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

CONTRACT EXTENSION AGREEMENT

THIS AGREEMENT is made on January 14, 2021, by and between ELAINE CONNORS (Seller), and MONTROSE, INCORPORATED (Purchaser).

WHEREAS, on August 27, 2020, Seller and Purchaser entered into a Real Estate Contract (the Contract) for the purchase and sale of lands located in Shelby County, Alabama, and described in the Contract; and

WHEREAS, the sale called for by the Contract called for a closing date on or before October 11, 2020; and

WHEREAS, the parties subsequently extended the closing date to provide for a closing date of January 31, 2021; and

WHEREAS, the parties wish to further extend the closing date to April 30, 2021.

NOW, THEREFORE, the premises considered, the parties agree that the sale called for by the Contract shall be closed on ^{June per RAB} ~~April~~ 30, 2021, at 10:00 a.m.

Except as modified by this Agreement, the Contract is ratified and confirmed by the parties, as here amended and modified.

DONE and AGREED on January 14, 2021.

Elaine Connors
ELAINE CONNORS

MONTROSE, INCORPORATED
BY: Larry Brooks
ITS PRESIDENT



20210217000078630 4/6 \$42.00
Shelby Cnty Judge of Probate, AL
02/17/2021 11:13:16 AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO CONTRACT AND EXTENSION AGREEMENT

THIS AGREEMENT is made October 10th, 2020, by and between ELAINE CONNORS (Seller), and MONTROSE, INCORPORATED (Purchaser).

WHEREAS, on August 27, 2020, the parties entered into a Real Estate Contract (the Contract) for the sale of lands located in Shelby County, Alabama, and described in the Contract; and

WHEREAS, the sale called for by the Contract calls for a closing date on or before October 11, 2020; and

WHEREAS, the parties have agreed to increase the Purchase Price from \$58,660.00 to \$67,040.00; and

WHEREAS, Purchaser and Seller have agreed to extend the closing date to January 31, 2021.

NOW, THEREFORE, the premises considered, the parties agree as follows:

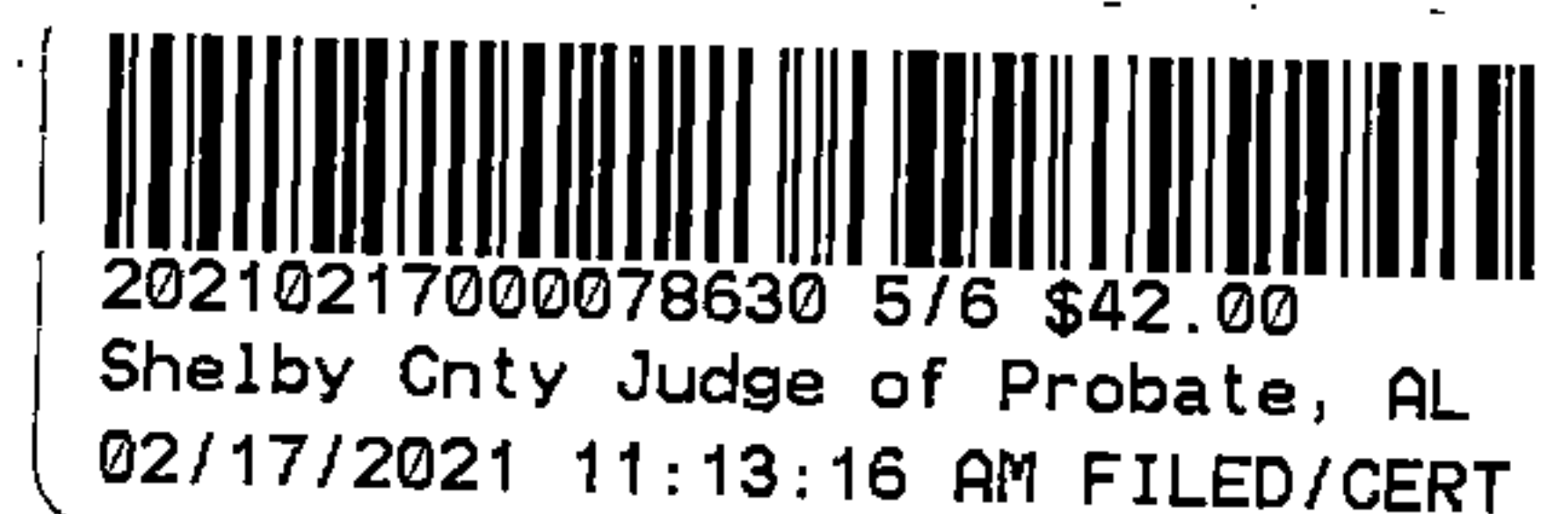
1. The sale called for by the Contract shall be closed on January 31, 2021, at 10:00 o'clock a.m.
2. The Agreed Purchase Price for the Property shall be increased from \$58,660.00 to \$67,040.00.
3. Except as modified by this Agreement, the Contract is ratified and confirmed by the parties, as here amended and modified.

DONE and AGREED on October 10th, 2020.

Elaine Connors
ELAINE CONNORS

MONTROSE, INCORPORATED

BY: Larry Brooks
ITS PRESIDENT



PROPERTY RECORD CARD - 2021

LEGAL DESCRIPTION

PARCEL NUMBER:	34 2 10 0 000 009.000		
MAP NUMBER:	34 2 00 0 000	CODE1:	00
		CODE2:	00
SUB DIVISON1:			MAP BOOK/PAGE: 00 000
SUB DIVISON2:			MAP BOOK/PAGE: 00 000
PRI. LOT/BLOCK:	000	REMARKS:	
SEC. LOT/BLOCK:	000 <small>More</small>	REMARKS:	
ADDNL LOT/BLOCK:			
SECTION1:	10	TOWNSHIP1:	24N
		RANGE1:	14E
SECTION2:	0	TOWNSHIP2:	00
		RANGE2:	00
SECTION3:	0	TOWNSHIP3:	00
		RANGE3:	00
SECTION4:	0	TOWNSHIP4:	
		RANGE4:	
LOT DIM1:	0.00	LOT DIM2:	0.00
ACRES:	69.000	SQ FT:	3,005,640.000
PRI. MUN/ACRE:	01-C(<input type="checkbox"/>) 0.000	SEC. MUN/ACRE:	<input type="checkbox"/> 0.000
CONDO NAME:		CONDO BOOK/PAGE:	<input type="checkbox"/> <input type="checkbox"/>
		CONDO UNITS:	<input type="checkbox"/>
PARENT PARCEL:		COMMON AREA:	<input type="checkbox"/>
		COMMON AREA INT:	<input type="checkbox"/>
METES AND BOUNDS:	BEG SW COR SEC 10 N ALG SEC LN TO C/L CRK ELY ALG CRK 1552 NWLY802.91 E120(S) N1360(S) E675(S) S2246.04 TO N BANK BUXAHATCHEE CRK SELY ALG CRK 605.9 S TO S LN SEC 10 W ALG SEC LN TO POB		
<u>ADVANCED (0)</u>			
GENERAL REMARKS:			
EFF. DATE		INST. NBR:	

[Detail Parcels](#)

Eff Date
 8/7/2020
 8/17/2016 12:17:55 PM
 2/12/2016 3:03:07 PM

Tax Year
 2021
 2017
 2017

Instrument Number
 20200828000378340



20210217000078630 6/6 \$42.00
 Shelby Cnty Judge of Probate, AL
 02/17/2021 11:13:16 AM FILED/CERT

exhibit "A"