

STATE OF ALABAMA
SHELBY COUNTY

Mail To:
Mario Perez Cruz
5129 Lee Street Drive
Birmingham, AL 35242

REALTY SALES AGREEMENT

THIS AGREEMENT made and entered into this the Karen Vernon Alley f/k/a Karen Vernon, a married woman, hereinafter designated as Seller, and Mario Perez Cruz, 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:

A parcel of land described as follows: See attached Exhibit A. Situated in Shelby County, Alabama.

Physical Address: 254 and 272 Wooten Road, Alabaster, Alabama 35007
Parcel Id.:

This property does not constitute homestead for the Grantor.

☒ **The transaction includes the sale of land as well as any and all structural improvements including the mobile home(s) presently located on the site and described as 2010 (year), _____ (Model), _____ (Serial number[s]) and as _____ (year), _____ (Model), older house (Serial number[s])**

- (1) The purchase price shall be \$185,000.00* Dollars, whereby the Seller shall receive and the Purchaser shall pay a nonrefundable down payment of \$35,000.00, thus yielding a principal loan balance of \$150,000.00 being financed together with interest upon the unpaid portion thereof from said date at the rate of 0.0 per cent per annum, in 150 total monthly installments of One Thousand & no/100 (\$1,000.00) Dollars, commencing on the 1st day of April, 2021 and each month thereafter until the 1st day of September, 2033. Payments to be received by Seller at 7904 Alabama Highway 191, Maplesville, Alabama 36750. Any payment received after the 10th of each month shall carry a Ten (10%) percent penalty (\$100.00). Note: This purchase price is negotiated based on services the Purchaser shall render to the church.
- (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. Seller expressly reserves the right to sell and/or assign the same subject the terms spelled out herein.
- (3) Right of Possession passes to Purchaser upon execution of this agreement.
- (4) This sell is "as is" except as may be provided otherwise herein. The Purchaser acknowledges receipt of the premises herein described in their present condition 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, his 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 covenants and agrees 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 (and certificate of title if applicable) conveying title in fee simple to the premises as well as a bill of sale to said land and mobile home 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 thirty (30) days 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 Sellers, 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 beginning tax year 2021 (payable on or about the 1st day of October, 2021). Seller shall pay all sums due prior to said date.
- (12) The Purchaser shall maintain hazard insurance (in name of Seller) on the subject property (home) during the term of this agreement in an amount no less than the principal balance on said debt created herein. Purchaser acknowledges that this

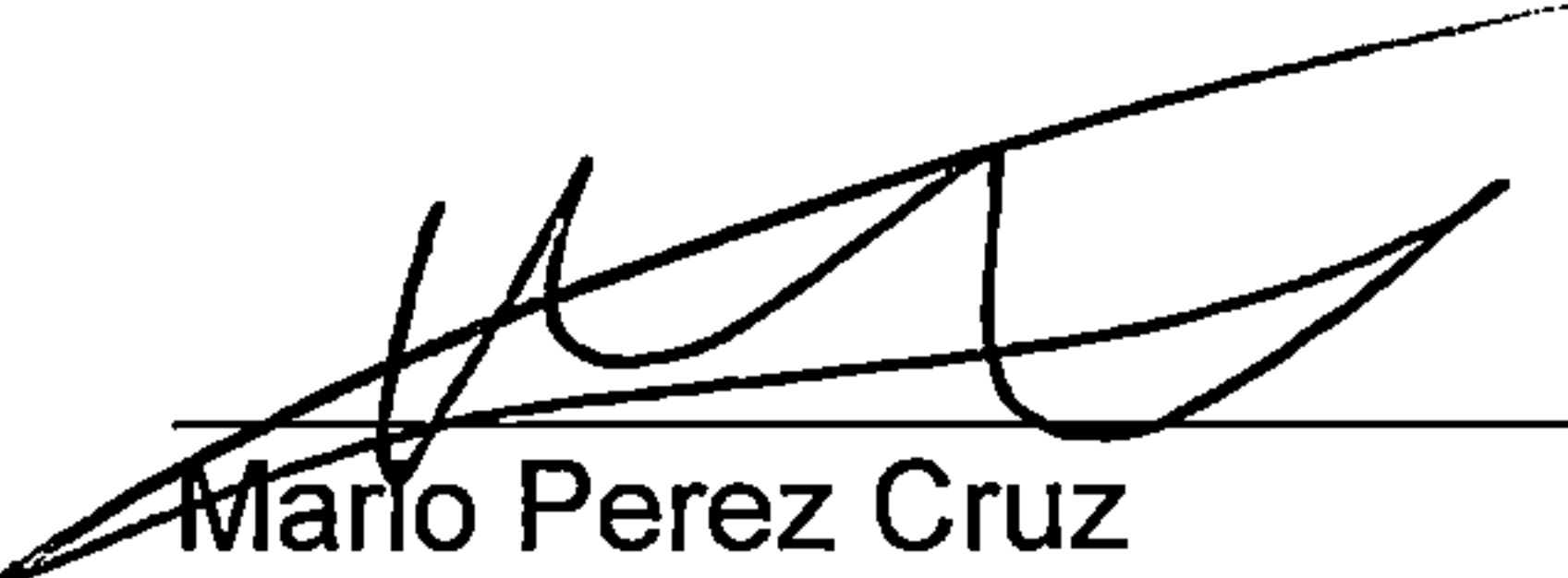
insurance is protection against risk of loss of the home and not necessarily the contents therein. The Purchaser shall bear risk of loss as to all personal items located in and about the premises and for this reason may secure contents coverage at his option. In the event that Seller pays said premium, Purchaser agrees to fully reimburse Seller within 30 days of giving notice of payment.

- (13) Purchaser may pre-pay without penalty.
- (14) Purchaser shall not remove timber from subject property prior to deed transfer without receiving written consent of Seller.
- (15) The double wide trailer located on the premises is currently leased and the Seller assigns any and rights and obligations thereunder to the Purchaser. Purchaser acknowledge receipt of the lease agreement.
- (16) The double wide trailer located on the premises is security for a loan in the name of the Seller and in favor of Vanderbilt Mortgage. Seller will keep the security agreement and note in good standing and will satisfy the indebtedness with the funds pay herein and shall hold harmless the Purchaser from payment of the same.
- (17) Sellers shall have 90 days to relocate the out building and its contents from the subject premises.
- (18) The Purchaser agrees to pay any and all costs of collection/eviction including but not limited to reasonable attorney fees incurred by the Seller in the enforcement of this agreement.
- (19) It is further understood and agreed by the Sellers 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.
- (20) The Purchaser shall pay costs of closing the transaction at final closing which shall include attorney fees and title insurance.

THIS IS A LEGALLY BINDING AGREEMENT. READ IT BEFORE YOU SIGN.

Done this the 26 day of February, 2021.

PURCHASER:


Mario Perez Cruz

SELLER:


Karen Vernon Alley

2021.

Sworn to and subscribed before me on this the 26 day of February


Notary Public

My Commission Expires: 05/01/2024

THIS INSTRUMENT WAS PREPARED BY:
LAW OFFICES OF CHRISTOPHER R. SMITHERMAN, LLC
ATTORNEY AT LAW
POST OFFICE BOX 261
725 WEST STREET
MONTEVALLO, ALABAMA 35115
(205) 665-4357

CHRIS SMITHERMAN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 01, 2024

PARCEL I

A certain parcel of land and a two (2) room wood frame house situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 21 South of Range 3 West, more particularly described as follows: Begin at the NW corner of said 40 acre tract and run east along the northern boundary of the 40 acre tract 75 feet; thence south, perpendicular to said northern boundary 210 feet; thence west parallel to said northern boundary 75 feet to the western boundary of said 40 acre tract; thence north along said western boundary 210 feet to the point of beginning.

PARCEL II

Commence at the northwest corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23, Township 21, Range 3 West and run thence east along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 75 to the northeast corner of lot owned by the Vernons for the point of beginning of the lot herein conveyed; thence continue east along said $\frac{1}{4}$ - $\frac{1}{4}$ section line 100 feet; thence south and parallel with the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 210 feet; thence west and parallel with the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ line 100 feet to the southeast corner of the Vernon lot; thence along same north and parallel with the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ line 210 feet to the point of beginning.

Also:

Begin at the NE Corner of the Eastern $\frac{1}{2}$ of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 23, Township 21, Range 3 West, run South along the East boundary a distance of 122 feet to the point of beginning; Thence run South a distance of 10 feet; thence turn an angle to the right and run parallel to the North line of said $\frac{1}{4}$ section a distance of 354.9 feet; thence turn an angle to the right and run North 10 feet parallel to the East line of said $\frac{1}{4}$ section; thence turn an angle to the right and run parallel to the North line of said East $\frac{1}{2}$ distance of 356 feet to the point of beginning.

Begin at the Northeast corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 23, Township 21, Range 3 West and run West along the North boundary line of said quarter-quarter section a distance of 356 feet; thence run South 122 feet; thence run East and parallel with said North boundary line of said quarter-quarter section 356 feet to the East boundary line of said quarter-quarter section; thence North along said East boundary line 122 feet to the point of beginning, containing one acre, more or less, and lying in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23, Township 21, Range 3 West.

- Mineral and mining rights excepted.
- Subject to existing easements, restrictions, encumbrances, rights of way, limitations, if any, of record.
- Subject to ad valorem taxes for the current year.

Situated in **Shelby County**, Alabama.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Karen Vernon Atley
Mailing Address 7904 Hwy 191
Maplesville AL 36758

Grantee's Name Mario Perez Cruz
Mailing Address 5129 Lee Street Dr
Birmingham AL 35242

Property Address 254 + 272 Wooten Rd
Atchafalaya AL 35207

Date of Sale 2/26/21

Total Purchase Price \$ 185000 / 35000 down
or
Actual Value \$ 150000 financed

or
Assessor's Market Value \$



20210303000105600 5/5 \$69.00
Shelby Cnty Judge of Probate, AL
03/03/2021 08:50:39 AM FILED/CERT

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract installment
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2/26/21

Print Chris Sutherland

Unattested

(verified by)

Sign

[Signature]
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1