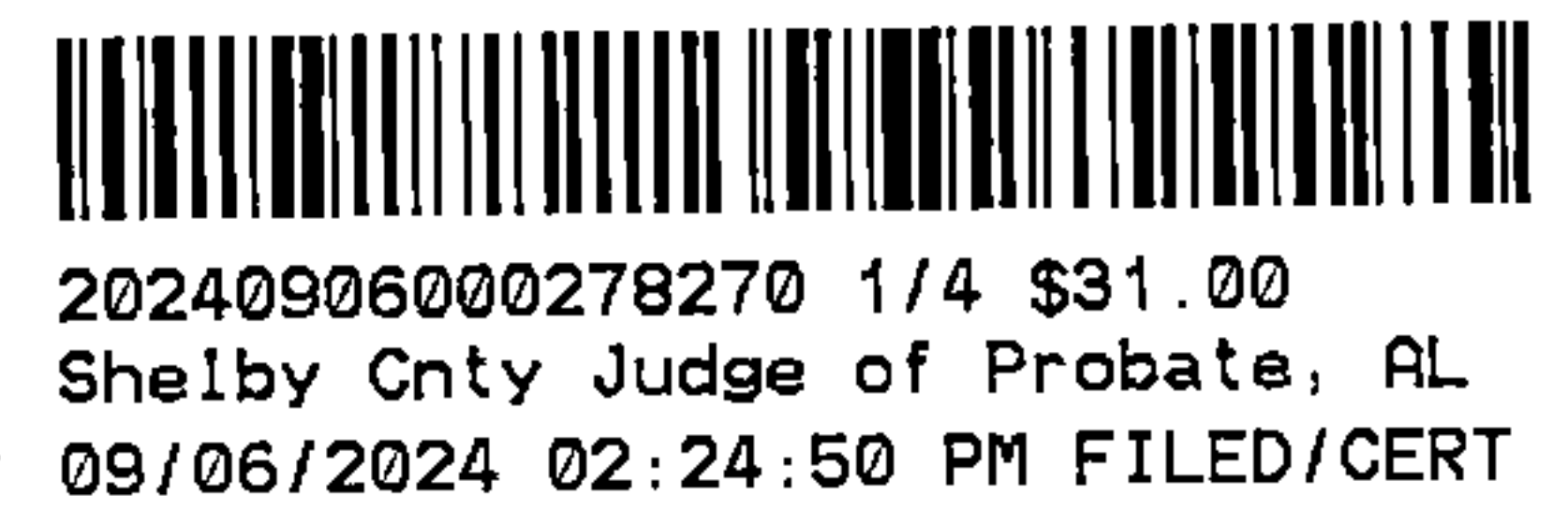


PURCHASE AND SALE AGREEMENT



This PURCHASE AND SALES AGREEMENT (hereinafter referred to as "this Agreement") is hereby bargained for, made, and entered into on the 16th day of August 2024 by and between **DONALD D. GAUT** (hereinafter, whether one or more, referred to as "Seller") and **MICHAEL W. CALLENS** (hereinafter, whether one or more, referred to as "Buyer").

WITNESSETH:

Buyer desires to purchase from Seller, and Seller has agreed to Sell to Buyer, the following described real property (hereinafter referred to as the "Land") situated in Shelby County, Alabama, and more particularly described as follows:

PARCEL ID:

28 5 16 4 001 022.001

LEGAL DESCRIPTION:

Lots 1 and 2, Block 148, According to J.H. Dunstan's Map of Calera, Alabama, Situated in Shelby County, Alabama.

Property Address: 505-6th Avenue, Calera, Alabama 35040

together with all improvements therein, if any.

NOW, THEREFORE, in consideration of the foregoing recital, the agreements contained herein and attached hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale. Buyer hereby agrees to purchase the Land from Seller, and Seller agrees to sell the Land to Buyer.
2. Purchase Price. The purchase price to be paid by the Buyer to Seller for the conveyance of the Land shall be the sum of *Ten Thousand Dollars and No Cents (\$10,000.00)* and shall be payable in full at the time of signing this Agreement and the Deeds. All checks shall be made payable to the Seller.
3. Real Estate Taxes, Assessments and Adjustments. Real Estate Taxes accrued against the Land shall be paid in full by the Seller at the time this Agreement is signed.
4. Possession of the Property. The Buyer shall be given possession of the property at the time this Agreement and Deeds are signed. A failure on the part of the Seller to transfer

A handwritten signature in black ink, appearing to read "D.D. Gaut", is located in the bottom right corner of the document.



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possession as specified will result in a breach of Contract and Buyer will seek legal action to recover land and damages.

5. Improvements and Fixtures. This Agreement to purchase includes all improvements, building and fixtures presently on the real estate.
6. Title to Property. Seller conveys that Seller is the true and rightful owner of the Land and has all rights and authority to Sell the Land. Seller shall convey good title at the time this Agreement is signed by a good and sufficient quit claim deed free and clear on all liens and encumbrances except as otherwise provided in this agreement and subject to easements, zoning and restriction of record.
7. Condition of the Land. Buyer agrees that Buyers is acquiring the Land "As Is" without any representation or warranty on the part of the Seller other than that of title.
8. Maintenance. Buyer hereby acknowledges and agrees that upon taking possession of the Land by the Buyer it shall be the responsibility and obligation of the Buyer to maintain the Land, including any Dwelling situated thereon and all components thereof. Seller shall have no liability or responsibility to the same. Buyer hereby waives and disclaims any claims against Seller arising out of any such condition and any loss, damage or injury resulting therefrom.
9. Survey. Buyer does not require a survey by a register Alabama land surveyor of Buyer's choosing. Unless otherwise agreed herein, the survey shall be at Buyer's expense. (NOTE: Only a surveyor can verify the Property lines)
10. Default.
 - (a) By Seller: If this transaction is not concluded because of the material default of the Seller in the performance of the obligation of Seller pursuant to this Agreement, and if said default is not remedied within thirty (30) days after written notice from Buyer to Seller setting forth the details of the default and demanding that the default be remedied (or within such reasonable period of time as may be necessary to remedy the default in the event that thirty (30) days is not sufficient time, provided that Seller is diligently pursuing the remedy of any such default), then if Buyer so chooses, the Buyer has the right to pursue equitable relief against the Seller, including the remedy of specific performance together with the recovery of Buyer's attorney fees and costs. Buyer shall have the right to pursue any other remedy available to Buyer under applicable law

D.D. Smith



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together with the recovery of Buyer's attorney's fees and costs. If Buyer elects to not pursue equitable relief than any sum of money received by Seller from Buyer shall be immediately refunded, and thereupon this Agreement shall be deemed terminated and both Seller and Buyer shall be relieved of any further obligations hereunder.

- (b) By Buyer. In the event of default by Buyer in the performance of the obligation of Buyer under this Agreement, and should said default not be remedied within ten (10) days after written notice from Seller to Buyer setting forth the details of the default and demanding that the default be remedied, then, at the election of Seller shall have the right to retain all sums paid to Seller, by Buyer and Seller shall have the right to pursue, in addition to the retainage of said sums, equitable relief against Buyer, including the remedy of specific performance together with the recovery of Seller's attorney fees and costs. Seller shall have the right to pursue any other remedy available to Seller under applicable law together with the recovery of Seller's attorney's fees and costs.

11. General Provisions.

- (a) If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining portions.
- (b) This Agreement Shall be binding upon Seller and Buyer, and their respective heirs, executors, administrators, successors and assigns.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- (d) The titles or headings to the paragraphs included herein are for convenience only and shall not add to, reduce, limit or modify in any manner the content thereof.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and Buyer acknowledges that Buyer has not relied upon any oral or written statements, undertaking, or representation and that no prior agreement or understanding shall be valid or of any force or effect, unless the same have been fully set forth in this Agreement. The covenants and agreements contained in this Agreement cannot be altered, changed, modified or added to, except in a written instrument signed by Buyer and Seller. This agreement is binding upon the heirs, personal representative, successors and assigns of both

C. D. B.

Seller and Buyer. This agreement shall be interpreted and enforced in accordance with the law of the State of Alabama.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals to this Agreement on this the 16th day of August 2024.

Seller(s):
Donald D. Gaut
Donald D. Gaut

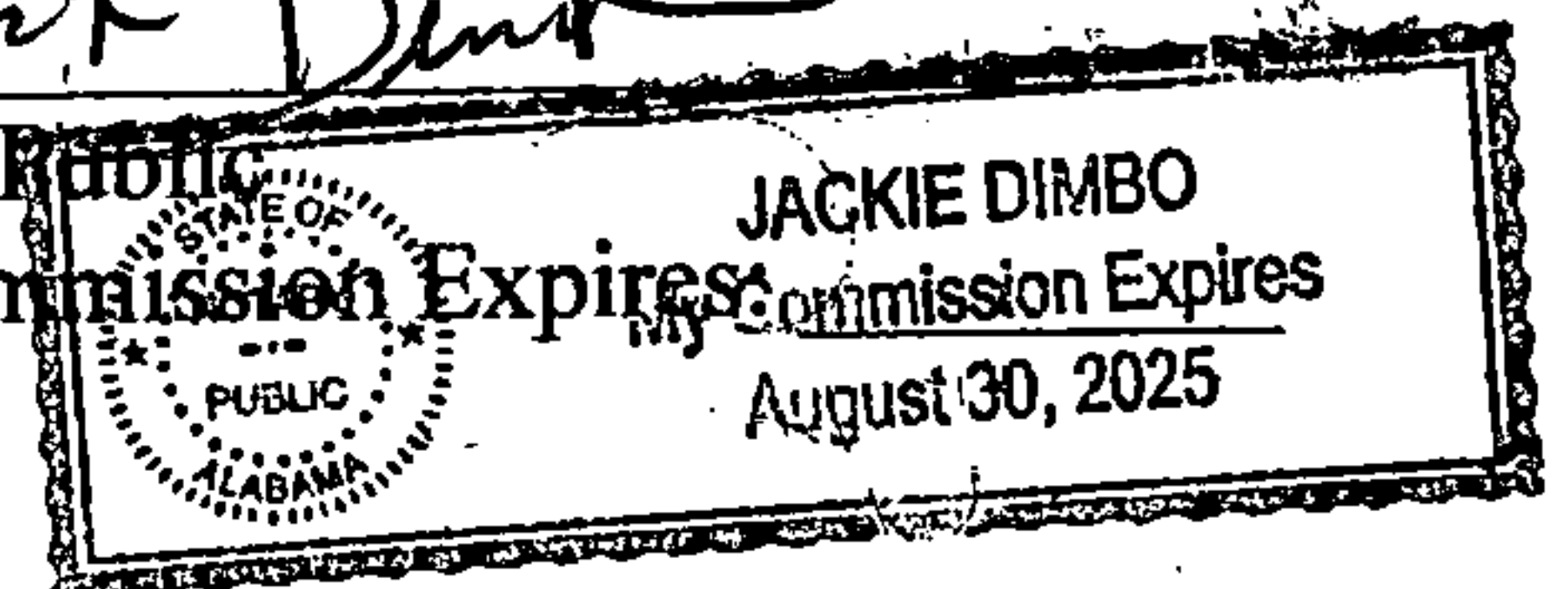
Buyer(s):
Michael Callens
Michael Callens

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, Jackie Dimbo, a notary public in and for said county in said state, personally appeared DONALD D. GAUT who being first duly sworn, makes oath that he has read the foregoing and knows and understand the contents thereof and states that they are true and correct and that he did voluntarily execute the same on this date.

Given under my hand this the 16th day of August, 2024.

Notary Public
My Commission Expires



STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, Jackie Dimbo, a notary public in and for said county in said state, personally appeared who MICHAEL CALLENS being first duly sworn, makes oath that he has read the foregoing and knows and understand the contents thereof and states that they are true and correct and that he did voluntarily execute the same on this date.

Given under my hand this the 16th day of August, 2024.

Notary Public
My Commission Expires

