

STATE OF ALABAMA )  
SHELBY COUNTY )



20250321000084350 1/11 \$57.00  
Shelby Cnty Judge of Probate, AL  
03/21/2025 10:49:25 AM FILED/CERT

**AFFIDAVIT OF JACK EDWARD HARRIS, JR.**

Before me, the undersigned authority, a notary public in and for said County, in said State, personally appeared Jack Edward Harris, Jr., a/k/a Jack Edward Harris, a/k/a Jack Edward Harris, Sr., who, after being by me first duly sworn, deposes and says as follows:

My name is Jack Edward Harris, Jr., a/k/a Jack Edward Harris, a/k/a Jack Edward Harris, Sr., and I am over twenty-one (21) years of age, with residence address of 305 Thompson Road, Alabaster, Alabama 35007. At various times I have used or signed my name as Jack Edward Harris, Jr., Jack Edward Harris, and Jack Edward Harris, Sr. My actual legal name is Jack Edward Harris, Jr.

I am the son of Virginia Ruth England, a/k/a Virginia Ruth Harris England, who died on or about August 25, 1997. I am also the son of Jack Edward Harris, Sr., who died on or about April 27, 1966. My mother and father were divorced prior to his death, and my mother later remarried, but she was not married at the time of her death.

The Last Will and Testament of my mother, Virginia Ruth England, a/k/a Virginia Ruth Harris England, was executed on or about January 8, 1987. The Will was admitted to probate by the Probate Court of Shelby County, Alabama, in Case No. 36-273, on or about November 24, 1997. I was appointed as the Personal Representative of the Estate, and am one of the two devisees in the Will. My brother, David C. Harris, was the other devisee, and he is now deceased. We were the only children of Virginia Ruth England, a/k/a Virginia Ruth Harris England. I am incorrectly identified in the Will and Estate proceeding as Jack Edward Harris, Sr., although I am correctly identified in the documents as the son of Virginia Ruth Harris England. My father, Jack Edward Harris, Sr., had been dead for more than thirty-one (31) years at the time of the Probate proceeding, and had long been divorced from my mother, prior to the execution of her Will and her date of death.

I have a minimum of a one-half (1/2) ownership interest in the following described property, which was acquired by my mother after she obtained a Register's Deed that was recorded in Real Book 236, page 360, in the Probate



Office of Shelby County, Alabama. The deed was executed on or about April 27, 1989, recorded on April 28, 1989, and a copy is attached hereto as Exhibit "A". The ad valorem taxes on the property have been paid by either me personally, or by my wife, Sharon Harris, a/k/a Sharon B. Harris, on my behalf, for each and every year since my mother's death in 1997. The property, as conveyed to my mother, and which is located in Shelby County, Alabama, is more specifically described as follows:

Commence at the Northwest corner of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 1,007.47 feet to a point; thence run South a distance of 1,238.20 feet to a point on the water line of Lay Lake and the point of beginning of the property being described; thence run North 30 deg. 49 min. 15 sec. East a distance of 40.06 feet to a point; thence run North 30 deg. 56 min. 08 sec. East a distance of 36.66 feet to a point; thence run North 29 deg. 06 min. 44 sec. East a distance of 70.35 feet to a point; thence run North 56 deg. 25 min. 52 sec. East a distance of 20.38 feet to a point; thence run North 18 deg. 38 min. 14 sec. East a distance of 40.90 feet to a point; thence run North 46 deg. 29 min. 04 sec. East a distance of 45.39 feet to a point; thence run South 77 deg. 56 min. 45 sec. East a distance of 35.79 feet to a point; thence run South 19 deg. 48 min. 16 sec. West a distance of 608.84 feet to a point on the North line of a public road; thence run South 79 deg. 05 min. 56 sec. West along the chord of a curve to the left having a central angle of 26 deg. 49 min. 31 sec. and a radius of 246.42 feet a chord distance of 114.32 feet to a point; thence run South 65 deg. 41 min. 11 sec. West a distance of 53.08 feet to a point; thence run North 86 deg. 18 min. 48 sec. West along the chord of a curve to the right having a central angle of 55 deg. 59 min. 59 sec. and a radius of 101.05 feet a chord distance of 94.88 feet to a point; thence run North 35 deg. 20 min. 08 sec. East a distance of 501.46 feet to the point of beginning. LESS and EXCEPT minerals and mining rights.

Subject to easements, rights of way, restrictions of record, and the restrictions of the Subdivision Regulations of Shelby County, Alabama.

My mother, Virginia Ruth Harris, a/k/a Virginia Ruth Harris England,



purchased another parcel of property, directly from Ricky Seale, which is adjacent to the above described parcel. Attached hereto as Exhibit "B" is a copy of the General Residential Sales Contract between Ricky Seale and my mother, Virginia Ruth England, a/k/a Virginia Ruth Harris England, with a date of April 24, 1989, and a signature date of May 21, 1989. My mother paid Ricky Seale the purchase price money, but apparently did not record or obtain a deed that can be located. She claimed ownership of the property from the time of her purchase until her death. Either me, or my wife on my behalf, have paid the ad valorem taxes on the said property each and every year since my mother's death on or about August 25, 1997. I had a shed built on the said property for my use and enjoyment sometime shortly after my mother's death. I have also maintained a locked gate to said property, and posted "Keep Out" signs, since shortly after my mother's death. I have regularly and continuously used and possessed said property each and every year since my mother's death, and have authorized and allowed my sons to use said property, which they have done.

I have maintained actual, exclusive, open, notorious, continuous and hostile adverse possession under claim of right of the above described property each and every year since my mother's death, and I claim ownership of said property. I am not aware of any other person making a claim of possession or ownership of said property, which is located in Shelby County, Alabama, and is more particularly described as follows:

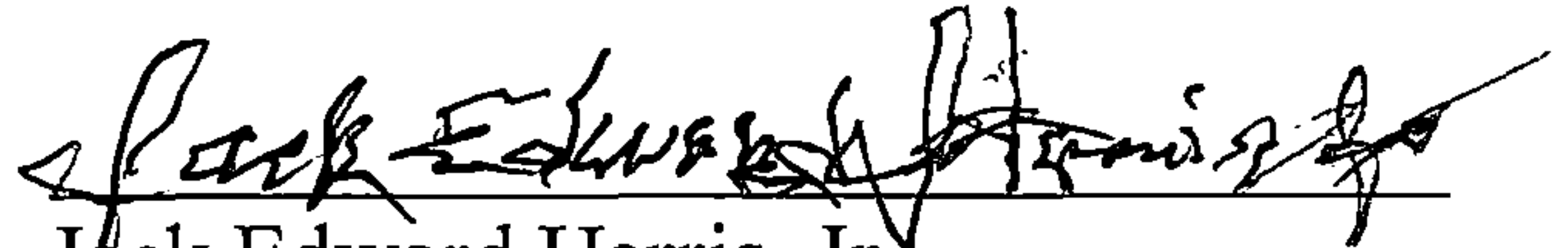
Commence at the Northwest corner of Section 35, T.S. 2 N, R 15E, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 986.05' to a point. Thence run South a distance of 1,148.72' to the point of beginning of the property being described. Thence run S 2° -26' -56" E a distance of 89.73' along the water line of Lay Lake to a point. Thence continue along said water line N 89° -25' -22" E a distance of 17.58' to a point. Thence run S 35° -20' -08" W a distance of 501.46' to a point on the North line of a public road. Thence run N 51° -50' 04" W a distance of 22.81' to a point on the same said North line of same said Public road. Thence run N 45° -21' -19" W a distance of 55.18' to a point. Thence run along the chord of a curve to the left having a central angle of 52° -53' -30" and a radius of 105.31' a bearing of N 61° -50' 13" W a chord distance of 93.80' to a



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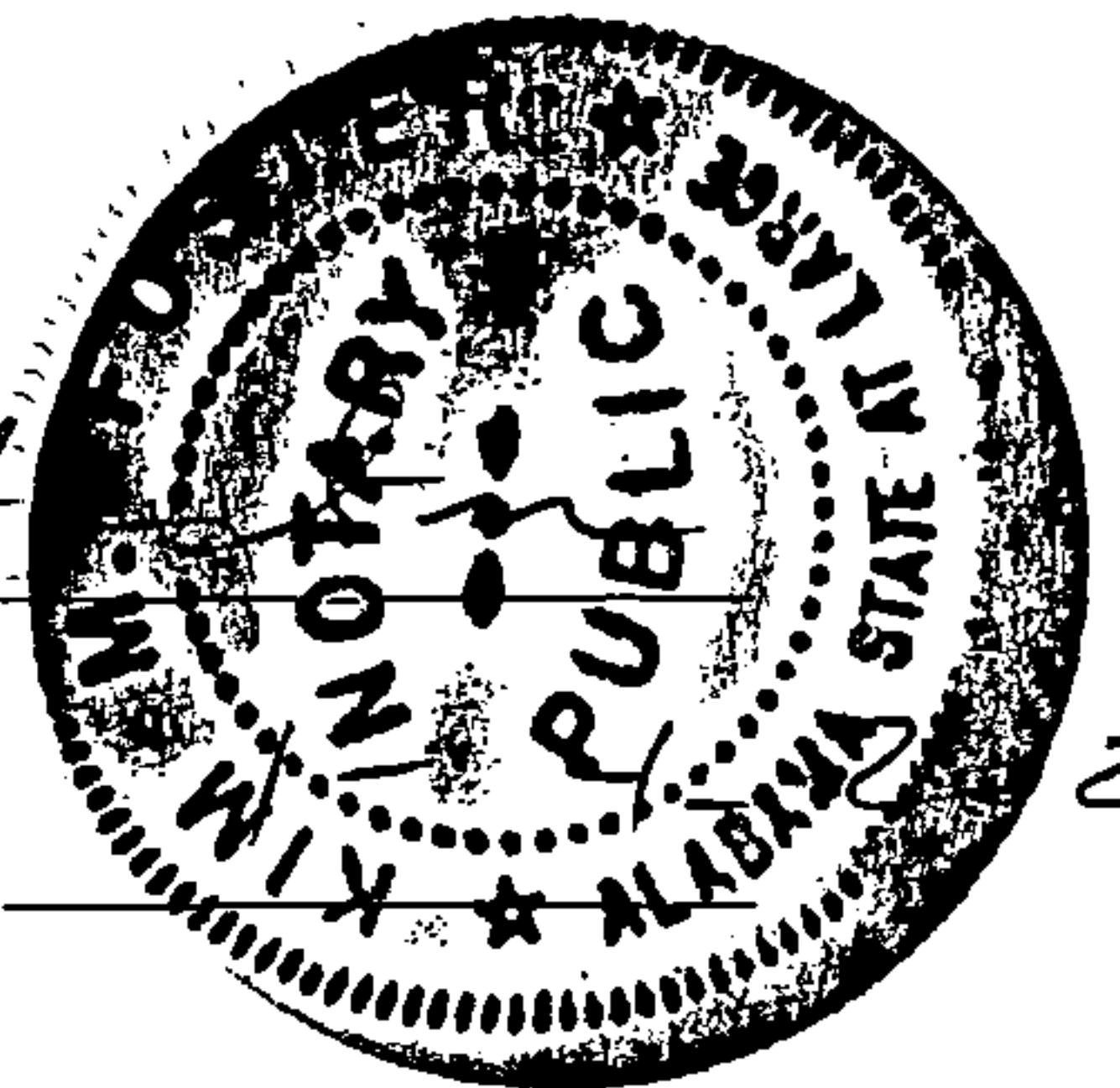
point. Thence run N 45° -30' 04" E a distance of 572.71' to the point of beginning, containing 1.44 acres. According to survey dated May 8, 1986, of Joseph E. Conn, Jr., Ala. Reg. No. 9049.

This the 29<sup>th</sup> day of Jan, 2025.

  
Jack Edward Harris, Jr.

Sworn to and subscribed before me this 29<sup>th</sup> day of Jan, 2025.

K. M. F.  
Notary Public  
My Commission Expires: \_\_\_\_\_



This instrument prepared by;  
J. Frank Head  
Ellis, Head, Owens & Justice  
113 North Main Street  
P.O. Box 587  
Columbiana, Alabama 35051

Exhibit "A"



20250321000084350 5/11 \$57.00  
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REGISTER'S DEED

Form 6189-1

1592  
The State of Alabama, SHELBY County

CIRCUIT COURT, ~~IN EQUITY~~

Civil Action No. CV-87-210 (E)

BE IT KNOWN TO ALL WHOM IT MAY CONCERN:

That, whereas, at a sale made by the Clerk of Circuit Court, ~~in Equity~~, at Columbiana, Alabama under a decree of the Circuit Court, ~~in Equity~~, of said County, in the cause of Sharon Seale, Plaintiff,

against Ricky Wayne Seale, a/k/a Rick Seale, Shelby County Planning Commission, J. D. Robinson, Defendants,

rendered on January 6 and February 10, 1989, of said Court, said sale having been made by public outcry, at the front door of the Courthouse of Shelby County, Alabama, after having been duly advertised by publication for more than three successive weeks in the Shelby County Reporter, a newspaper published in Columbiana, Alabama County of Shelby, Alabama, one Virginia Ruth England being the highest and best bidder at said sale, became the purchaser of the real estate hereinafter described, at the sum of Sixteen Thousand and No/100 (\$16,000.00) Dollars.

Now, therefore, in consideration of the premises, and of the full payment to me of the purchase money aforesaid, the receipt whereof is hereby acknowledged, I, Dan Reeves, Clerk and Register of Circuit Court, ~~in Equity~~, in said County and State, by virtue of the authority in me vested by said decrees of said Court, have sold and conveyed, and by these presents do hereby bargain, sell, and convey, unto the said Virginia Ruth England

all the right, title, and interest of the said Sharon Seale and Ricky Wayne Seale

and of each and all the parties to this suit, in and to the following described real estate, situated in the Shelby County, Alabama, to wit:

Commence at the Northwest corner of Section 35, Township 24 North, Range 15 East, Shelby County, Alabama and run thence East along the North line of said Section 35 a distance of 1,007.47 feet to a point; thence run South a distance of 1,238.20 feet to a point on the water line of Lay Lake and the point of beginning of the property being described; thence run North 30 deg. 49 min. 15 sec. East a distance of 40.06 feet to a point; thence run North 30 deg. 56 min. 08 sec. East a distance of 36.66 feet to a point; thence run North 29 deg. 06 min. 44 sec. East a distance of 70.35 feet to a point; thence run North 56 deg. 25 min. 52 sec. East a distance of 20.38 feet to a point; thence run North 18 deg. 38 min. 14 sec. East

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Conrad Justice

a distance of 40.90 feet to a point; thence run North 46 deg. 29 min. 04 sec.  
East a distance of 45.39 feet to a point; thence run South 77 deg. 56 min. 45 sec.  
East a distance of 35.79 feet to a point; thence run South 19 deg. 48 min.  
16 sec. West a distance of 608.84 feet to a point on the North line of a public  
road; thence run South 79 deg. 05 min. 56 sec. West along the chord of a curve  
to the left having a central angle of 26 deg. 49 min. 31 sec. and a radius of  
246.42 feet a chord distance of 114.32 feet to a point; thence run South 65 deg.  
41 min. 11 sec. West a distance of 53.08 feet to a point; thence run North  
86 deg. 18 min. 48 sec. West along the chord of a curve to the right having a  
central angle of 55 deg. 39 min. 59 sec. and a radius of 101.05 feet a chord distance  
of 94.88 feet to a point; thence run North 35 deg. 20 min. 08 sec. East a distance  
of 501.46 feet to the point of beginning. LESS and EXCEPT minerals and mining  
rights.

Subject to the restrictions of the Subdivision Regulations of Shelby County,  
Alabama, as approved by the Shelby County Commission on October 27, 1986.  
Also, to accrued and future ad valorem taxes, and any that may be delinquent at  
this time.

To Have and to Hold the aforegranted premises to the said  
Virginia Ruth England and her ~~and his~~ heirs and assigns forever.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Circuit Court, In  
Equity at office, this 27th day of April, 1989

*Don R. [Signature]*  
Clerk and Register in Circuit Court, In Equity  
Shelby County, Alabama

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The State of Alabama, SHELBY County

I, the undersigned, a Notary Public

in and for said County in said State, hereby certify that Dan Reeves  
Clerk and  
Equity, whose name as Register of the Circuit Court in Equity is signed  
to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being in-  
formed of the contents of the conveyance, he, in his capacity as such Clerk and  
of Shelby County, Alabama Register of the Circuit Court in  
Equity, executed the same voluntarily on the day the same bears date.

Given under my hand this the 27<sup>th</sup> day of April, 19 89

Julia M. Davenport  
Notary Public

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 APR 28 PM 2:33

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$             
2. Mtg. Tax 16.00  
3. Recording Fee 7.50  
4. Indexing Fee 2.00  
TOTAL 25.50



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**The State of Alabama,**

Shelby County

Circuit Court, In Equity

*Don P. [Signature]*

To Register

Virginia Ruth England

**REGISTER'S DEED**

**THE STATE OF ALABAMA**

Shelby County

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Deed

was filed in this office for record on the

day of , 19 ,

at o'clock M., an duly re-

corded in Book of Deeds, page

and examined.

Judge of Probate

Exhibit B

This form furnished by:

Cahaba Title, Inc.

Eastern Office

Riverchase Office

(205) 833-1571

(205) 988-5600

Birmingham, Alabama 4-24 1989

GENERAL RESIDENTIAL SALES CONTRACT

Form approved by Birmingham Area Board of REALTORS®

7/13/88

(Previous Forms Obsolete)

X The undersigned Purchaser(s) hereby agrees to purchase

and the undersigned Seller(s) RICKY SEALIE hereby agrees to sell the

following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the

City of SHELBY County of SHELBY Alabama, on the terms stated below:

Address

and legally described as Lot SEE EX 11A Survey

Map Book Page

1. THE PURCHASE PRICE: shall be \$ 4,000.00, payable as follows:  
Earnest Money, receipt of which is hereby acknowledged by the Agent MYSELF \$ 1,000.00  
Cash on closing this sale \$ 3,000.00

Purchaser's May Take Possession  
"Immediately"  
EX 11A

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2. AGENCY DISCLOSURE: The listing Agency N/A represents the Seller (unless otherwise stated), and the selling Agency N/A

represents ☐ Seller ☐ Purchaser.  
Seller's initials Purchaser's initials

~~3. CONDITION OF PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances, and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; subsurface conditions, including the presence or absence of sinkholes, mining activity, wells, or buried tanks and other objects; including potentially hazardous gases such as radon, and any matters affecting the character of the neighborhood. In recognition of the foregoing, Purchaser and Seller agree that the following paragraphs selected from A-E below shall govern this Contract with respect to the physical condition of the Property:~~

NOTE: ONLY THOSE PARAGRAPHS INITIALED BY BOTH PARTIES SHALL APPLY TO THIS CONTRACT

~~A. (If A is selected, do not select B(1), B(2), C or D.) Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, if the Property suffers material damage beyond ordinary wear and tear prior to the closing date, and Seller refuses to pay for any repairs reasonably required to restore the Property to a condition at least as good as previously existing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation within hours of Purchaser's receipt of Seller's notice of refusal to pay the excess; provided, that the notice of cancellation must in any event be received prior to closing.~~

~~Seller's initials Purchaser's initials~~

~~B. (NOTE: Choose B(1) below if Purchaser does not require further inspections, or choose B(2) if further inspections are required, but do not select both.)~~

~~B(1) Purchaser has inspected the Property and, without relying on any representation or warranty from Seller or Broker or any salesperson or any printed or written description of the Property, accepts the Property in its present "as is" condition, including ordinary wear and tear to closing date, subject only to the following:~~

~~Seller's initials RWS Purchaser's initials~~

~~B(2) Purchaser requires additional inspections of the Property. Within calendar days after Seller's acceptance of this Contract, Purchaser shall have the right, at Purchaser's expense and through licensed contractor(s) or other qualified professionals of Purchaser's choosing, to inspect and investigate the Property. When such inspections or investigations reveal conditions unsatisfactory to Purchaser, Purchaser shall inform Seller in writing of such unsatisfactory condition, and provide to Seller at no cost a copy of the inspector's written report, all within days of this Contract. Seller shall notify Purchaser in writing within days of receipt of notice of such unsatisfactory condition whether Seller will correct the defect prior to Closing. If Seller is unable or unwilling to correct the defect, Seller shall not be obligated to do so, but Purchaser shall then have the option of cancelling this Contract by notifying Seller in writing within hours of receipt of Seller's written refusal to correct the defect, and the Earnest Money shall be returned to Purchaser. Purchaser's failure to notify Seller of any such defect or of Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property as is and an election to proceed with the closing.~~

~~Seller's initials Purchaser's initials~~

~~C. Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing, provided, it shall be the responsibility of Purchaser to inspect said systems and equipment prior to closing and to notify Seller immediately of any systems that are not in normal operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively establish that Seller has satisfied this covenant.~~

~~Seller's initials Purchaser's initials~~

D. All repairs required of Seller under \_\_\_\_\_ B(1) \_\_\_\_\_ C [check the paragraph(s) to which the dollar ceiling applies] shall not exceed \$ \_\_\_\_\_. If such repairs exceed the specified amount and Seller refuses to pay the excess, Purchaser may pay the additional cost or accept the Property with the limited repairs (or accept the specified ceiling amount at closing as a reduction of the purchase price), and this sale shall be closed as scheduled, or Purchaser may cancel this Contract by notifying Seller in writing of the cancellation within \_\_\_\_\_ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

Seller's Initials \_\_\_\_\_ Purchaser's Initials \_\_\_\_\_

E. PURCHASER REQUIRES A WALK-THROUGH INSPECTION IMMEDIATELY PRIOR TO CLOSING TO VERIFY THAT ANY REQUIRED REPAIRS HAVE BEEN PERFORMED AND THE PROPERTY IS OTHERWISE IN SUBSTANTIALLY THE SAME CONDITION AT CLOSING, ORDINARY WEAR AND TEAR EXCEPTED, AS WHEN INITIALLY ACCEPTED.

Seller's Initials \_\_\_\_\_ Purchaser's Initials \_\_\_\_\_

4. ~~EARNEST MONEY & PURCHASER'S DEFAULT:~~ Seller hereby authorizes the listing Agency, N/A

\_\_\_\_\_ to hold the earnest money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. Said earnest money so forfeited shall be divided equally between Seller and Agent. In the event both Purchaser and Seller claim the earnest money, the person or firm holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to reimbursement from the parties for court costs, attorney fees and other expenses relating to the interpleader.

5. ~~CONVEYANCE:~~ Seller agrees to convey the Property to Purchaser by GENERAL warranty deed (check here ☐ if Purchasers desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, AGRICULTURE, AND IS ☐ IS NOT LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDINGS LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

6. ~~TITLE INSURANCE:~~ Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 5 above; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Purchaser, even if the mortgagee is Seller.

7. ~~SURVEY:~~ Purchaser does ☒ does not ☐ (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense.

8. ~~PRORATIONS:~~ Ad valorem taxes as determined on the date of closing; insurance transferred, accrued interest on mortgages assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of closing of the deed, and any existing advance escrow deposits shall be credited to Seller. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ADVANCE FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

9. ~~CLOSING & POSSESSION DATES:~~ The sale shall be closed and the deed delivered on or before 5-5-90, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed, if the Property is then vacant; otherwise, possession shall be delivered on 5-5-90, 1990, at \_\_\_\_\_ (A.M.) (P.M.).

10. ~~DISCLAIMER:~~ Seller and Purchaser acknowledge that they have not relied upon advice or representation of Seller (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property, (ii) structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; or (viii) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. ~~SELLER WARRANTS~~ that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

12. ~~FIRE/SMOKE DETECTORS:~~ Purchaser shall satisfy himself that all applicable federal, state and local statutes, ordinances and regulations concerning fire/smoke detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshall Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies."

13. ~~RISK OF LOSS:~~ Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

14. ~~SELECTION OF ATTORNEY:~~ If they have agreed to share the fees of a closing attorney hereunder, the parties hereto acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. Each of the parties further acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

15. ~~ADDITIONAL PROVISIONS~~ set forth on the attached addendum(s) NONE, and signed by all parties, are hereby made a part of this Contract.

16. ~~ENTIRE AGREEMENT.~~ This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.**

May 21, 1989  
Virginia Ruth England  
Purchaser (SEAL)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth \_\_\_\_\_ CASH \_\_\_\_\_ CHECK  
FIRM \_\_\_\_\_

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. In this contract, Seller agrees to pay \_\_\_\_\_ as Agent, a commission in the amount of \_\_\_\_\_ of the total purchase price.

Seller (SEAL) Seller (SEAL)



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STATE OF ALABAMA  
SHELBY COUNTY

I, Joseph E. Conn, Jr., a registered surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown, being a metes and bounds parcel on Lay Lake and Known as SHACK BRANCH COVE ESTATES, Parcel No. 15 and described as follows:

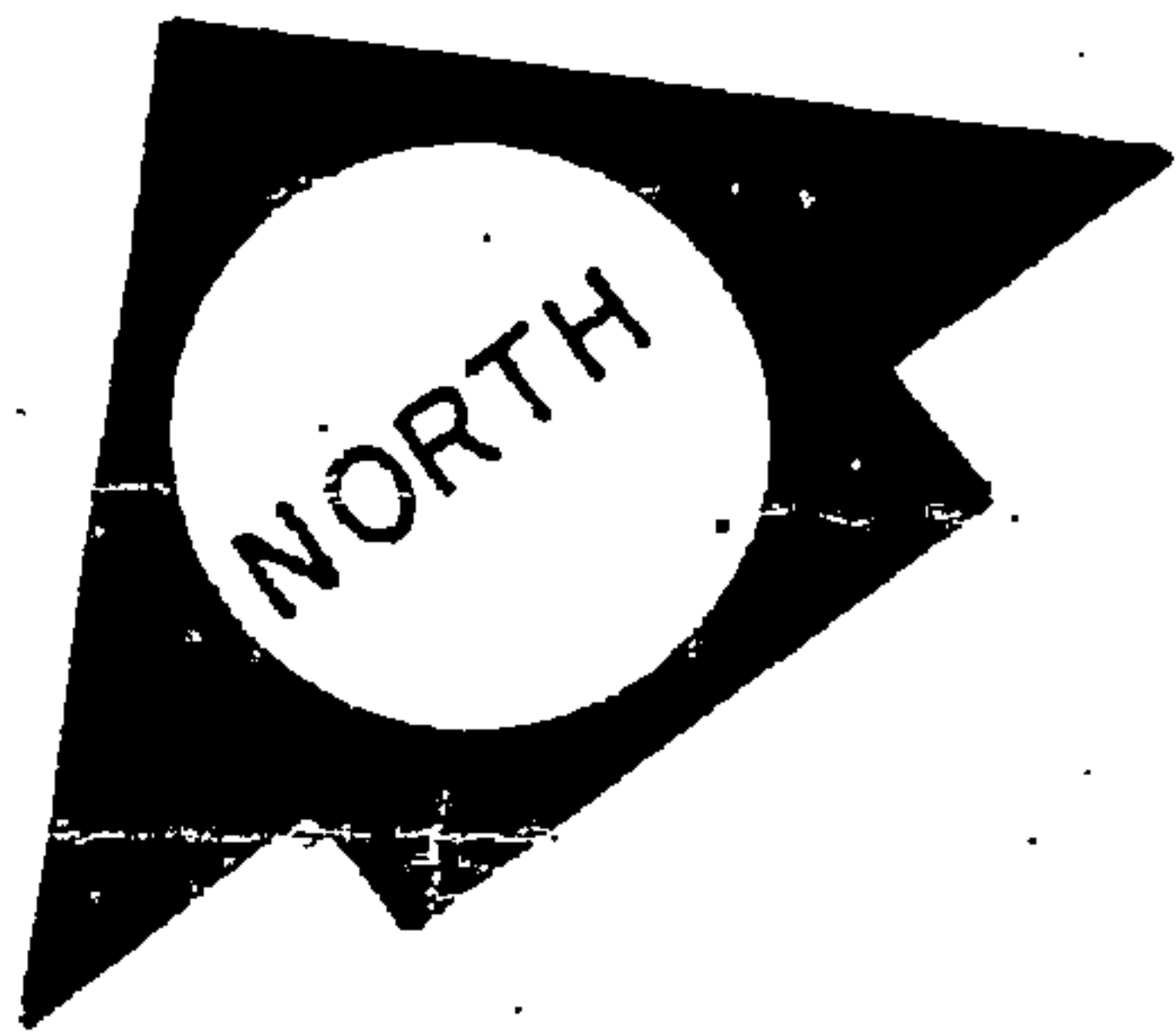
Commence at the Northwest corner of Section 35, T.S. 2N, R 15E, Shelby County, Alabama and run thence East along the North line of said section 35 a distance of 986.05' to a point, Thence run South a distance of 1,148.72' to the point of beginning of the property being described, Thence run S 2°-26'-56"E a distance of 89.73' along the water line of Lay Lake to a point, Thence continue along said water line N 89°-25'-22"E a distance of 17.58' to a point, Thence run S 35°-20'-08"W a distance of 501.46' to a point on the North line of a public road, Thence run N 51°-50'-04"W a distance of 22.81' to a point on the same said North line of same said Public road, Thence run N 45°-21'-19"W a distance of 55.18' to a point, Thence run along the chord of a curve to the left having a central angle of 52°-53'-30" and a radius of 105.31' a bearing of N 61°-50'-13"W a chord distance of 93.80' to a point, Thence run N 45°-30'-04"E a distance of 572.71' to the point of beginning, containing 1.44 acres

According to my survey this 8th day of May, 1986

File No. 1015  
SBCE  
R.S.  
May, 1986



Joseph E. Conn, Jr.  
Ala. Reg. No. 9049



ROAD

N 51° 50' 04" W

S.W. 35° 20' 08" - 501.46'

89.73  
17.58

107.31

N 89° 25' 22" E  
17.58'