

TAYLOR D. WILKINS, JR.  
ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

STATE OF ALABAMA  
BALDWIN COUNTY

CONTRACT OF SALE

KNOW ALL MEN BY THESE PRESENTS, that this Contract and Agreement made and entered into by and between DALE A. RADDCLIFFE and OPAL Y. RADDCLIFFE, husband and wife, hereinafter called the Sellers, and ADOLPH SUTTON, JR., hereinafter called the Purchaser, WITNESSETH:

I.

The Sellers for and at the price and subject to the terms and conditions hereinafter set out, contract and agree to sell, and the Purchaser contracts and agrees to purchase, the following described real property in the County of Baldwin, State of Alabama, to-wit:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 3 EAST, OF THE ST. STEPHENS MERIDIAN, CONTAINING TEN (10) ACRES, MORE OR LESS, BALDWIN COUNTY, ALABAMA, WITH ALL IMPROVEMENTS LOCATED THEREON.

II.

The purchase price is TWENTY-TWO THOUSAND THIRTY-TWO AND 25/100 (\$22,032.25) DOLLARS, payable as follows: ONE THOUSAND TWO HUNDRED FIFTY (\$1,250.00) DOLLARS in cash, on or before the 1st day of December, 1971, and the balance of TWENTY THOUSAND SEVEN HUNDRED EIGHTY-TWO and 25/100 (\$20,782.25) DOLLARS shall be payable as follows: Payable at the rate of eight (8%) percent per annum on the unpaid balance until paid in full, thus payable in One Hundred Twenty-Two (122) equal monthly installments of TWO HUNDRED FIFTY (\$250.00) DOLLARS per month, with the first installment being due and payable on the 1<sup>st</sup> day of December, 1971. Payments shall be applied first to the payment of interest at eight (8%) percent per annum on the unpaid balance with the remainder being applied to the principal.

III.

The Sellers shall pay the real property taxes for the year 1971, and the Purchaser shall begin paying all real property taxes due after that date.

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IV.

The Purchaser will maintain and preserve the property and not commit or permit waste and will furthermore, take good care of the same.

V.

Possession of the property shall be delivered upon the execution of this instrument by the parties hereto, and the parties agree to deliver and accept the premises in its existing condition as of the date of the execution of this instrument.

VI.

The Sellers will provide the Purchaser with a title insurance policy upon said property along with a warranty deed, upon the completion of all terms of this agreement.

VII.

TIME IS OF THE ESSENCE OF THIS CONTRACT, and if the Purchaser shall fail or refuse to make the payments, or to comply with the terms and conditions herein, and allow such default to continue for a period of thirty (30) days, the Sellers, may, at their option, declare this contract null and void, and any amount paid hereunder shall be retained by the Sellers as rentals and liquidated damages. The Sellers do hereby covenant that they have a lawful right and are in complete ownership of said property, thus giving them the right to enter into this contract of sale.

VIII.

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 29 day of November, 1971.

SELLERS:

Dale A. Raddcliffe  
Dale A. Raddcliffe

Opal Y. Raddcliffe  
Opal Y. Raddcliffe

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THE PURCHASER WILL MAINTAIN AND BE RESPONSIBLE FOR THE RECORDING AND THE...

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PURCHASER:

Adolph Sutton, Jr.  
Adolph Sutton, Jr.

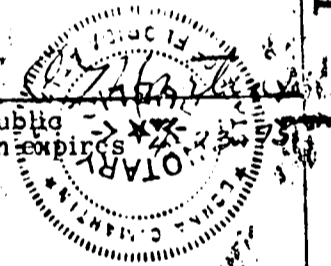
STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Dale A. Raddcliffe and Opal Y. Raddcliffe, husband and wife, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of said agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 29 day of November, 1971.

Dennis A. Wilkins, Jr.  
Notary Public  
My commission expires 11/21/72



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Taylor Wilkins, Jr., a Notary Public in and for said County in said State, hereby certify that Adolph Sutton, Jr., whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that, being informed of the contents of said agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 29 day of November, 1971.

Taylor Wilkins, Jr.  
Taylor Wilkins, Jr.  
Notary Public



STATE OF ALABAMA,  
BALDWIN COUNTY  
I certify that this instrument was filed  
and the following tax collected on

DEC 7 1971 2 PM  
Deed 150 Mort. 31.20 Recorded in Deed  
Book 423  
Page 389 Henry Daline  
391 Judge of Probate

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