

STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That I, Rufus A. Lewis, for and in consideration of One Thousand and No/100 (\$1,000.00) Dollars, to me in hand paid by Henry Givens and Annie Kate Givens, receipt of which is hereby acknowledged, does hereby RELEASE and DISCHARGE from the operation of that certain mortgage made by Henry Givens and Lillie Mae Givens, dated December 28, 1962, and filed for record in the Office of the Judge of Probate of Montgomery County, Alabama, in Mortgage Book 1010 at Page 527, the following described real estate, situated in the County of Montgomery, State of Alabama, to-wit:

The E 1/2 of the NE 1/4 of the SW 1/4 and the
W 1/2 of the W 1/2 of the NW 1/4 of the SE 1/4
of Section 28, Township 12 N, Range 19 East,
Montgomery County, Alabama.

In all other respects said mortgage shall remain in full force and effect except as to such other real estate as may have heretofore been released therefrom.

IN WITNESS WHEREOF, Rufus A. Lewis has set his hand and seal this the 2nd day of September, 1978.


Rufus A. Lewis

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State and said County hereby certify that Rufus A. Lewis, whose name is signed to the foregoing partial release, and who is known to me acknowledged before me on this this day, that, being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 2nd day of September, 1978.


NOTARY PUBLIC

This instrument prepared by:
Matthis W. Piel
Piel & Lynn
P. O. Box 2271
Montgomery, Alabama 36103

STATE OF ALABAMA.
MONTGOMERY COUNTY:

THIS AGREEMENT made and entered into by and between RUFUS LEWIS

hereinafter called the purchaser, and LOUIE SHEFFIELD, ADMINISTRATOR OF THE ESTATE OF PATTIE DARDEN hereinafter called the seller.

WITNESSETH:

The purchaser agrees to buy and the seller agrees to sell and convey, on the terms hereinafter provided, the following described property, to-wit:

834 HIGH STREET

BEGINNING ON SOUTH SIDE OF HIGHLAND AVENUE, 180 FEET EAST OF RIPLEY, SOUTH 50 FEET, EAST 50 FEET, SOUTH 25 FEET, EAST 79 FEET NORTH 71 FEET, WEST 129 FEET TO POINT OF BEGINNING.

The purchase price shall be \$ 9000.00, payable as follows: \$ 100.00 in cash as earnest money upon the execution of this agreement, and \$ 8900.00 upon the consummation of the proposed sale as hereinafter provided and the balance of \$ NONE as follows:

1. PROPERTY TO BE SOLD AS IS CONDITION.
2. SELLER TO PAY CLOSING COSTS.

The seller agrees promptly to furnish the purchaser with an up-to-date abstract of title, and both parties agree that within 30 days after receipt of same by the purchaser the sale shall be consummated, the seller delivering to the purchaser a Warranty Deed, free of any and all encumbrances. Taxes, assessments, insurance and rent shall be prorated as of the date of consummation of the sale.

If the seller's title is not found to be merchantable, the earnest money shall be refunded to the purchaser and this contract shall terminate. If the seller's title is merchantable and the purchaser fails or refuses to consummate the sale within the period allowed, the earnest money shall be retained by the seller as liquidated damages for the breach of this contract, or the seller may enforce specific performance of this agreement.

The seller agrees to pay KELLY REAL ESTATE CO. & ERVIN REALTY CO. a commission of 6% (SIX PERCENT) at the time the sale is consummated.

Witness our hands and seals this 30 day of SEPTEMBER, 1981.

WITNESS:

Thomas C. Ervin

Rufus A. Lewis (L. S.)

Purchaser

Seller

Lewis Ruffin

THE ESTATE OF PATTIE DARDEN
ADMINISTRATOR OF

234 HIGH STREET
BEGINNING ON SOUTH SIDE OF HIGHLAND AVENUE,
180 FEET EAST OF RIPLEY, SOUTH 50 FEET,
EAST 50 FEET, SOUTH 25 FEET, EAST 79 FEET
NORTH 71 FEET, WEST 129 FEET TO POINT OF BEGINNING.

1000.00

8700.00

None

1. PROPERTY TO BE SOLD AS IS CONDITION.
2. SELLER TO PAY CLOSING COSTS.

KELLY REAL ESTATE CO. & ERVIN REALTY CO.
(SIX PERCENT)

30 SEPTEMBER 1921

[Handwritten signatures]