

May 1, 2017

REAL ESTATE SALES CONTRACT

1. The undersigned, MAXINE C. STURDIVANT, agrees to sell, and THE CITY OF VALLEY GRANDE, ALABAMA, an Alabama Municipal Corporation, hereby agrees to purchase, on the terms hereafter stated, the following described real estate and mobile home (the Property) situated in Dallas County, Alabama:

SEE EXHIBITS "A" AND "A-1"

2. The Purchase Price is \$57,000.00, payable to Seller in cash at the time of closing.

3. Seller shall furnish Purchaser an abstract of title, commencing title at a point accepted by Purchaser, extended to date, showing good and merchantable title free from all liens and encumbrances other than the Permitted Exceptions (hereafter defined); otherwise, the earnest money shall be refunded.

4. The Property will be conveyed to Purchaser by Warranty Deed and Warranty Bill of Sale subject to the following title exceptions (the Permitted Exceptions): (i) general and special taxes and assessments for the current year and subsequent years; and (ii) all recorded restrictions, reservations, easements, and rights-of-way which are approved by Purchaser.

5. Ad valorem taxes affecting the Property shall be prorated between Seller and Purchaser as of the Closing Date.

6. Purchaser and its agents may go onto the Property prior to the Closing Date and conduct such inspections as Purchaser deems reasonably necessary.

7. The sale shall be closed and the deed and bill of sale delivered on or before 65 days from the date hereof (the Closing Date) at the law offices of Pilcher & Pilcher, P.C., 28 Broad Street, Selma, Alabama. The Closing Date may be advanced to an earlier date if Seller can obtain possession of the Property from the current tenant. Time is and shall be of the essence of this Contract.

8. The Property is now leased to a third party tenant. Seller shall terminate the lease and deliver possession of the Property to Purchaser on the Closing Date.

9. Purchaser agrees to pay the following closing costs: (i) deed preparation charges due Pilcher & Pilcher, P.C.; (ii) survey costs; (iii) recording fees and deed taxes; (iv) attorney fees incurred by Purchaser; (v) abstract and title insurance charges; and (vi) all other costs incurred by Purchaser. Seller shall pay all costs incurred by Seller.

10. This Contract states the entire agreement of the parties relating to the purchase and sale of the Property, and merges in this Contract all statements, representations, and covenants heretofore made by the parties. All prior agreements, statements, representations, covenants, and understandings, oral or written, relating to the subject matter of this Contract are void and of no further force or effect. All amendments and alterations to this Contract shall be in writing and must be signed by all parties to this Contract.

11. This Contract shall inure to the benefit of and shall be

binding upon the parties and their respective heirs, successors, assigns, and legal representatives.


12. This Contract is made in Alabama and shall be construed in accordance with the laws of Alabama.

13. If, prior to the Closing Date, the mobile home located on the Property is damaged or destroyed Purchaser shall have the right to terminate this Contract by written notice to Seller.

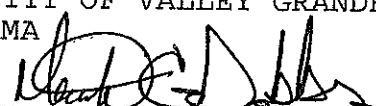
14. No provision of this Contract shall be construed for or against any party by reason of authorship of any provision.


MAXINE C. STURDIVANT

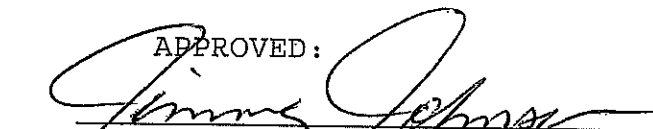
ATTEST

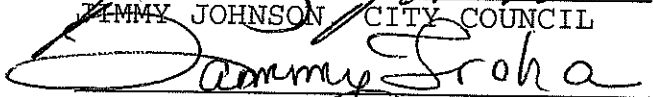

CITY CLERK FOR THE CITY OF
VALLEY GRANDE, ALABAMA

THE CITY OF VALLEY GRANDE,
ALABAMA

BY: 
MATT DOBBS, MAYOR OF THE
CITY OF VALLEY GRANDE, ALABAMA

APPROVED:


JIMMY JOHNSON, CITY COUNCIL


TAMMY TROHA, CITY COUNCIL


LAMAR MORGAN, CITY COUNCIL


TIM WHITE, CITY COUNCIL



RONALD SAWYER, CITY COUNCIL

Exhibit "A"

Commencing at the Northwest corner of Section 5, T17N, R11E, Dallas County, Alabama; thence run S 89°15'58"E for 67.69 feet to an old iron pipe on the southeast right-of-way of Alabama Highway No. 22; thence run S 25°27'52"W along said southeast right-of-way for 27.52 feet to an old iron pipe; thence continue along the said southeast right-of-way S 25°27'50"W for 371.19 feet to the Point of Beginning; thence run S 89°16'00" E for 342.56 feet to a set iron pipe; thence run S 24°28'24" W for 138.26 feet to a set iron pipe; thence run N 89°16'00" W for 346.72 feet to a set iron pipe on said southeast right-of-way; thence run N 26°55'23" E along the said right-of-way for 54.32 feet to a set iron pipe; thence run N 25°27'50" E along said southeast right-of-way for 85.68 feet to the Point of Beginning. Said described property contains 1.00 acre, more or less, and lies partly in the NW1/4 of NW1/4 of Section 5, T17N, R11E, and partly in the NE1/4 of NE1/4 of Section 6, T17N, R11E, Dallas County, Alabama.

EXHIBIT "A-1"

One (1) 1996 28 X 60 Chandeleur mobile home, VIN Number
CH-2-AL02929A&B.