SALES CONTRACT

Parcel No. 26 06 09 30 0 001 023.000, according to the records of the Dale County Revenue Office.

The purchase price of the property shall be Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00).

Purchaser to pay all closing costs.

- 1. This is a cash sale.
- 2. Purchaser has made no deposit.
- 3. Seller agrees to convey the property to Purchasers by General Warranty Deed, free and clear from all encumbrances, tenancies, liens (for taxes or otherwise), except as may be otherwise provided above, but subject to applicable restrictive covenants of record. Seller further agrees to deliver possession of property to Purchasers upon settlement.
- 4. Settlement shall be made at the office of Joseph W. Adams on or before Made 15, 2025. A title opinion or title binder shall be furnished disclosing a good and merchantable fee simple title, subject to taxes for the current year, easements, covenants, restrictions and matters of record which under local practice do not interfere with Purchaser's use of the property, except as otherwise stated in this agreement. If the title opinion or title binder fails to show a good and merchantable fee simple title, Sellers shall have a reasonable time (not to exceed thirty (30) days) after receipt of written notice of defects to cure such defect and make said title merchantable. If Sellers are unable to provide a good and merchantable fee simple title within thirty (30) days, any earnest money paid shall be refunded to Purchasers or Purchasers may waive such defect and elect to purchase said property.
- 5. Taxes shall be prorated as of the date of closing. The tax proration herein called for shall be based upon information obtained from the Revenue Commissioner's office.
- 6. Purchaser agrees to accept the property in its "as is" condition, except as may be otherwise provided in the description of the property above.

- 7. This Contract of Purchase constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all of the parties.
- 8. It is understood that the property to be conveyed is occupied by a tenant of Seller. Purchaser agrees to allow said tenant reasonable and adequate time to vacate the premises and relocate the business.
- 9. This Agreement of Purchase shall be construed, interpreted, and applied according to the law of the State of Alabama and shall be binding upon and shall inure to the benefit of their heirs, personal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, The City of Ozark, a municipal corporation, has caused this instrument to be executed by Mark Blankenship, Mayor, and attested by Chris Peters, City Clerk.

Purchaser:

THE CITY OF OZARK, ALABAMA, a municipal corporation

By:

Mark Blankenship, Mayor

Attest

Chris Peters, City Clerk

STATE OF ALABAMA COUNTY OF DALE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Mark Blankenship, Mayor, and Chris Peters, City Clerk, of the City of Ozark, a municipal corproation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day that, being informed of the contents of this conveyance, they executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 19 day of Jebnuary, 2025. Nøtary Public My commission expires: 3-16-2027Seller: STATE OF ALABAMA **COUNTY OF DALE** I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Patsy Dunn, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily for and as the act of said corporation. My Commission Expires: 3-16-2027