

REAL ESTATE SALES CONTRACT FOR PROPOSED OR INCOMPLETE CONSTRUCTION ON BUILDER'S LOT

Birmingham, Alabama 10/2, 19 95

The undersigned Purchaser(s) Lois J. Pugh hereby agrees to
purchase and the undersigned Builder(s) Four Star Homes hereby agrees to sell the following described
real estate, (the "Property"), situated in the City of Hoover, County of Shelby,
Alabama, subject to easements and restrictions of record
Address 2905 Summerwood Circle and legally described as Lot 12
Block 2924
Map Book 19 Page 166, on the terms stated below:

1. In consideration of the covenants and agreements herein contained, the Purchaser hereby agrees to employ the Builder to construct and erect
on said building site a building described as Single House according to plans and specifications
which the Purchaser has approved on the following terms and conditions:

Basic Price of Building

Purchaser requests the following extras in addition to the basic plan and agrees to pay for the
following sum in addition to the basic price stated above.

Any extras above allowance will be
paid for at time of purchase by
Purchaser.
See attached D

\$
\$
\$
\$
\$
Total Extras

Total Price of Building and Extras
Less the following items to be deleted from the basic plan, to-wit:

\$
\$
Total Deletion Credits
Total Price

2. **ROCK AND OTHER SUBSURFACE CONDITIONS:** If initiated by the Builder and Purchaser here (Builder _____) (Purchaser _____), the
price above does not include any costs or contingencies for rock or other abnormal subsurface conditions, and Purchaser shall be responsible for the
abnormal costs of correcting any such conditions. Should such abnormal subsurface conditions be encountered on the building site in connection with
foundations and footing excavation, or installation of sewer lines, on-site sewage disposal systems, water lines, or other utility services, Builder shall
promptly inform Purchaser of same and estimated costs of the additional work. Such costs may include, but are not necessarily limited to, blasting
expenses, jack hammer and drill operations. Additional costs shall be billed at cost plus a _____ % management and overhead fee and, at the time
that rock or subsurface conditions are encountered, Builder shall provide a maximum cost for written approval by Purchaser prior to proceeding with
construction.

3. The Purchase Price of \$ 204,443.00 shall be payable as follows
Earnest Money, receipt of which is hereby acknowledged by Four Star Homes (Purchaser's Initials LP) \$ 5,000

Down Payment on construction, receipt of which is hereby acknowledged by _____ (Purchaser's Initials _____)
(Builder's Initials _____)

Additional Earnest Money due upon _____ \$ 10,000

Additional Down Payment due upon purchase of building permit for Conventional \$ 10,000

This contract is subject to Purchaser being able to obtain a _____
loan in the approximate amount of _____ \$ 189,443

Cash on closing this sale (certified funds, or cashier's check) _____ \$ 189,443

4. **EARNEST MONEY & PURCHASER'S DEFAULT:** Builder hereby authorizes the listing Agency, _____
to hold the earnest money in trust for Builder 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 Builder, provided Builder agrees to the cancellation of this
Contract. Said earnest money so forfeited shall be divided equally between Builder and Agent. In the event both Purchaser and Builder 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. **DOWN PAYMENT & PURCHASER'S DEFAULT:** The Purchaser hereby authorizes Builder to utilize and spend the down payment funds shown
above toward expenses and costs of the Property. In the event Purchaser fails to carry out and perform the terms of this Contract, the down payment
shall be forfeited to the Builder up to the amount of actual costs incurred. Any excess of down payment over actual costs incurred shall be reimbursed
to the Purchaser. Such forfeiture of down payment does not limit the Builder to any other remedies available under this Contract.

Builder's Initials _____ Purchaser's Initials _____

6. **ALL LOAN CLOSING COSTS, DISCOUNTS AND PREPAID ITEMS** are to be paid by Purchaser unless agreed otherwise.

7. **FHA VALUATION:** If F.H.A. financing is utilized, it is expressly agreed that notwithstanding any other provisions of this contract, Purchaser shall not
be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise
unless Builder has delivered to Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the
Property (excluding closing costs) of not less than \$ _____ which statement Builder hereby agrees to deliver to Purchaser promptly
after such appraised value statement is made available to Builder. Purchaser shall, however, have the privilege and option of proceeding with the
consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.
The appraised valuation is used as to determine the maximum mortgage the Department of Housing and Urban Development insures. F.H.A.
does not warrant the value or the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the
Property are acceptable.

8. **CONVEYANCE:** Builder agrees to convey the Property to Purchase by General warranty deed (check here) [] if Purchaser
desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Builder 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 BUILDER AND SUBJECT TO PRESENT ZONING CLASSIFI
CATION, Residential 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 BUILDING LINES
OF RECORD AND OTHER EASEMENTS, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIRS USE OF THE PROPERTY FOR
RESIDENTIAL PURPOSES. IN ADDITION TO THE GENERAL EXCEPTION FOR MINERAL AND MINING RIGHTS NOT OWNED BY THE BUILDER,
BUILDER MAKES NO REPRESENTATIONS REGARDING THE STATUS OR CONDITION OF THE PROPERTY BELOW THE SURFACE OR RELATING
TO THE EXISTENCE OF MINING SHAFTS, TUNNELS, GASES OR OTHER CONDITIONS BELOW OR AFFECTING THE SURFACE OF SAID REAL
PROPERTY.

9. **TITLE INSURANCE:** Builder agrees to furnish Purchaser a standard form owner's title insurance policy at Builder'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 8 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 Builder and
Purchaser, even if the Mortgagee is Builder.

10. **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. (NOTE: Lender may require a survey.)

11. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, hazard insurance transferred, accrued interest on mortgages assumed and
fire district dues, if any, are to be prorated between Builder and Purchaser as of the date of delivery of the deed, and any existing advance escrow
deposits shall be credited to Builder. 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, Builder
will keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered

12. **TART OF CONSTRUCTION:** Builder agrees to commence construction or completion of said building(s) within ASAP 180 days after the agreement and/or mortgage, if required, has been executed or escrow established, and after all contingencies are cleared. Said building(s) shall be completed in good workmanlike manner in quality equal to the standard of the industry within 180 work days after date of commencement, except when builder shall be prevented from completing such buildings by reason of change in plans or specifications required by Purchaser, by war, fire, Acts of God, governmental regulations or decrees, strikes, act of Purchaser, or other causes beyond the control of Builder.

13. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before April 30th hereinafter called Closing Date, except Builder shall have a reasonable length of time within which to complete any item required as a result of the walk-through referred to in Paragraph 22, perfect title or cure defects in the title to said Property. Possession is to be given upon delivery of the deed.

14. **CONDITION OF PROPERTY:** Builder is to provide Purchaser with a one-year Limited New Home Warranty, which is attached as Addendum # B and Purchaser agrees to accept the terms and conditions of said Warranty as his only implied or expressed warranty.

15. **BUILDER WARRANTIES** that Builder has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property which remain outstanding. These warranties shall survive the delivery of the deed.

16. **DISCLAIMER:** Purchaser acknowledges that he has not relied upon any advice or representations of Broker (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) the structural condition of the Property; (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 his willingness to purchase the Property, he has sought and obtained independent advice relative thereto.

17. **INSULATION:** Insulation has been or will be installed in the home as follows:
a. Exterior walls will be insulated with (type of insulation) _____ to a thickness of _____ inches, which, according to the manufacturer, will yield a R-value of R-11.
b. Ceilings in all areas will be insulated with (type of insulation) _____ to a thickness of _____ inches, which, according to the manufacturer, will yield a R-value of R-30.
c. Interior wall will be insulated with (type of insulation) _____ to a thickness of _____ inches, which, according to the manufacturer, will yield a R-value of _____.
d. Exclusions: _____

18. **RISK OF LOSS:** Builder 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 Builder 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 and Down Payment back or extending the closing date a sufficient time for Builder to complete construction. If Purchaser elects to extend the closing date, this contract shall continue in full force and effect.

19. **SELECTION OF ATTORNEY:** The parties hereto acknowledge and agree that, if they have agreed to share the fees of closing attorney hereunder, such fee-sharing may involve a potential conflict of interest and the parties 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 by an attorney of his choice at all times in connection with this contract at his own expense.

20. **NON-ASSIGNMENT:** This contract and any interest which Purchaser may have herein are non-assignable and non-transferrable without the prior written consent of Builder.

21. **ACCEPTANCE:** At the time this contract is signed, Purchaser (notwithstanding any plans, specification or warranties given Purchaser or otherwise on file with VA, FHA or other governmental authority) accepts the specifications, quality, designs and appearance of the Property as it exists at the time the contract is signed. Purchaser, after a walk-through of the completed Property with Builder, further agrees to execute an acceptance statement at closing similar in content to the one attached as Addendum # C.

22. **NON-PAYMENT:** In the event Purchaser shall fail to pay any monies due Builder under this contract, Builder may refuse to perform any further work to the premises under warranty or otherwise until Purchaser pays the full sum, plus interest at the legal rate, attorney's fees and court costs. This provision shall survive the delivery of the deed.

23. **FINANCING DELAY:** If this Contract remains subject to the loan contingency set forth herein past _____, 19_____. Builder reserves the right to revise the Contract price to reflect any cost increases not to exceed \$_____ per day resulting from the delay in removing said contingency. Builder shall give Purchaser written notice along with documentation supporting the nature and amount of any such proposed increase within _____ hours after said date and in any event no later than _____ days prior to the scheduled Closing, and Purchaser shall accept or reject the price as revised within _____ days of such notice. If Purchaser rejects the price revision, Builder may, at his option, cancel this contract and refund the Earnest Money. **DOWN PAYMENT WILL NOT BE REFUNDED UNDER THE PROVISIONS OF THIS PARAGRAPH.** (Purchaser's initials _____)

24. **UTILITIES:** Purchaser agrees that the water, gas and electric meters when installed will be in his name. Builder agrees to reimburse Purchaser for all utility bills incurred, when required to complete the building, prior to occupancy.

25. **CHANGES:** No changes in the plans and specifications are to be made except upon written order prior to changes being made. Change orders must be signed by Purchaser and Builder and must provide a detailed description of the change, addition or deletion and show the cost or credit to Purchaser. Any changes, alterations, or extras from the plans or specifications that may be required by any public body or Inspector shall constitute an extra and shall be paid for by Purchaser, the same as any other extra as provided in this paragraph. Changes under \$500.00 per item may be agreed upon verbally by authorized representatives of the Builder.

26. **SUPERVISION OF WORK:** Purchaser agrees that the direction and supervision of the working forces, including subcontractors, rest exclusively with the Builder, and Purchaser agrees not to issue any instructions to, or otherwise interfere with same. The Builder shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards. Slight deviations from plans and specifications shall be construed as substantial compliance with this agreement. The Purchaser further agrees not to negotiate for additional work with Builder's subcontractors nor to engage other builders or subcontractors except with the Builder's consent and in such manner as will not interfere with Builder's completion of work under this contract.

27. **AGENCY DISCLOSURE:** The listing Agency Ingram, Slagter & Assoc. represents the Builder (unless otherwise stated), and the selling Agency Ingram, Slagter & Assoc. represents ☒ Builder ☐ Purchaser.
Builder's initials DS Agent's initials DS Purchaser's initials LP

28. **ADDITIONAL PROVISIONS** set forth on any attached Addendum # _____, if signed by all parties hereto, are hereby incorporated and made a part of this Contract by reference as though fully set forth herein.

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

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

Dean Scott _____ (Seal)
Purchaser

Witness to Purchaser's Signature(s) _____ (Seal)
Purchaser

Dean Scott _____ (Seal)
Builder/Seller

Witness to Builder/Seller's Signature(s) _____ (Seal)
Builder/Seller

EARNEST MONEY: Receipt is hereby acknowledged of the Earnest Money as herein above set forth
CASH ☒ CHECK Builder/Agent Lee Bennett

COMMISSION: THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS*, INC., BUT IS NEGOTIABLE BETWEEN BUILDER AND THE AGENT. Builder agrees to pay Ingram, Slagter & Assoc. as Agent, a commission in the amount of 4% of the total purchase price. In addition, the agent certifies that he/she has not made any representations or commitments to Purchaser which have not been made a part of this contract.

Dean Scott _____ (Seal)
Real Estate Agent

Dean Scott _____ (Seal)
Builder

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#A

PRESALE ADDENDUM TO CONTRACT

DATE: Oct 2

2921 #B

This is part of that certain contract dated simultaneously herewith between the undersigned Purchasers and sellers/Builder on property located at 2902 Sunnyside Circle Apt # 101 in Shelby County. It is understood that both the Purchasers and Sellers agree to the following items:

1. **Earnest Money:** In the event Purchaser's loan is not approved and conditioned upon Purchaser having used his best efforts to obtain said loan by cooperating with the lender, earnest money will be refunded, less any costs incurred by the Builder including, but not necessary limited to, the following: appraisal fee, plans and specifications, plot plan and survey. After Builder receives Building Permit and 5% down payment all earnest money will be non-refundable to the Purchaser. The Purchaser hereby authorized the Builder to utilize and spend the earnest money funds shown on pages 1, 3 toward expenses and costs of the property.
2. **Start of Construction:** Builder agrees to commence construction once loan approval has been granted and 5% down payment has been deposited. Builder, at his option, may commence construction before loan approval is granted, but is under no obligation to do so. Whether Builder commences construction before or upon loan approval will not change the time of required down payment from Purchaser. Said construction shall be completed in good workmanlike manner in quality equal to the standard of the industry within 180 days after date of commencement, except when Builder shall be prevented from completing such by reason of change, in plans or specifications required by Purchaser, by war, fire, Acts of God, governmental regulations or decree, strike, act of Purchaser, or other causes beyond the control of the Builder.
3. **Condition of Property:** Builder is to provide Purchaser with one-year Limited New Home Warranty, a copy of which is attached, and Purchaser agrees to accept the terms and conditions of said Warranty as his only implied or expressed warranty.
4. **Insulation:** The "R-Factors" as hereafter specified have been supplied by the sub-contractor who installed the insulation and not determined by the Builder. The "R-Factors" are rated as of the time insulation was installed.

Ceilings R R-30 Walls R R-11
5. **Non-Assignment:** This contract and any interest which Purchaser may have herein are non-assignable and non-transferable without the prior written consent of Builder.
6. **Changes:** No changes in the plans and specifications are to be made except upon written change order prior to changes being made. Change orders must be signed by Purchaser and Builder and must provide a description of the change, additions or deletion and show the cost or credit to Purchaser. Any additional cost shall be paid for in advance. Any such changes that will be added to the contract so as to become a part of Purchaser's mortgage and thereby affect the sale price on the contract will be added at cost plus 20%. Any changes, alterations, or extras from the plans or specifications that may be required by any public body or inspector shall constitute an extra and shall be paid for by Purchaser, the same as any other extra as provided in this paragraph.
7. **Supervision of Work:** Purchaser agrees that the directions and supervision of the working forces, including subcontractors, rest exclusively with the Builder, and Purchaser agrees not to issue any instructions to, or otherwise interfere with same. The Builder shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards. Slight deviations from plans and specifications shall be construed and substantial compliance with this agreement. The Purchaser further agrees not to negotiate for additional work with the Builder's subcontractors nor to engage other builders or subcontractors except with the Builder's consent and in such manner as will not interfere with Builder's completion of work under this contract.

8. Termite Bond: Builder to furnish Purchaser an active termite bond at closing. Termite Bond Company and bond form are at the sole discretion of the Builder.

9. Approval of Construction: Builder and Purchaser are to agree upon final plans and specifications before plans and specifications are sent to Purchaser's lender for approval. Once loan approval has been granted Purchaser and Builder to meet to review plans and specifications for any changes at this time. All changes must be in writing and to follow any guide line stated in the contract or this addendum. Purchasers and Builder are to execute final plans and specifications as approved.

10. Purchasers agree to only contact Builder during business hours on the job site or at the Builder's Office. Builder agrees to maintain an office at or near the job site for the convenience of Purchasers. Absolutely no calls are to be made to Builder's home.

11. Purchasers acknowledge they are aware prior to the execution of this contract that they have been informed of said conditions and possible sinkhole activity in the Shelby County vicinity and Purchasers hereby covenant and agree for itself and its successors and assigns that the Builder/Developer/Seller shall not be liable for and no action shall be asserted against the Builder/Developer/Seller for loss or damage on account of injuries, losses or damages as a result of soil, subsoil conditions, including without limitations, sinkholes, underground mines and limestone formation.

12. Purchaser certifies that there are no existing contingencies, circumstances or conditions which would cause credit approval to be delayed or declined. Should these exist and are not disclosed to the Seller/Builder prior to contract then this contract can be declared null and void at the Seller's/Builder's option: i.e. real estate or other property which must be sold or rented, unusual debt to be retired, etc., except as follows: *Contingent upon present*

home selling and closing within 90 days of this contract. If the seller/Builder does not sell the property within 90 days, the earnest money will be returned to the purchaser.

13. Purchaser has six (6) days from the date of this contract to make loan application. Purchaser must then be forthcoming with the required credit report, appraisal, etc., fees as required by mortgage company or lender in order to proceed with credit approval in a timely manner. Should Purchaser fail to act in a timely manner (6 days to loan application) or fail to submit fees or information as required by the mortgage company or lender, then this contract can be declared null and void at the Seller's/Builder's option.

14. Down Payment: Once the Builder obtains the Building Permit, Purchaser will be required to put up 5% of the sales price as a down payment.

15. Should building materials increase in price while this contract remains a contingency, Builder reserves the right to pass the increase on to the Purchaser before construction begins. Should Purchaser not agree to the increase price, the earnest money will be returned and this contract will be null and void.

Witnesses:

Diane Scott

Lambert Bunn
Purchaser

Diane Scott

Purchaser

Lambert Bunn
Seller/Builder

Inst # 1996-15365

Seller/Builder

05/09/1996-15365
02:53 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00