| FINANCED SALES CONTRACT |
|-------------------------|
| SEPTEMBER 1996 |



BIRMINGHAM, ALABAMA
12/3, 19/96

| The PURCHASE PRICE shall be \$ | ADD | ry of SHELISH Alabama, on Il RESS: 1402 - DUNNAVANT VA | ne terms stated below: 2124 ROAD and 1 | egally described as LOT: | BLOCK: |
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| Balance of cash down payment due from Purchaser at closing Morgage Loan Amount (estimated) (a) LOAN CONTINCENCY: This contract is contingent upon Purchaser obtaining approval of a Cacciluding any financed loan costs) amortized over a period of years at an interest of rate not costs and the contract is contingent upon Purchaser operated over a period of years at an interest of rate not costs of the contract of the contract is contingent upon Purchaser of the contract over a period of years at an interest of rate not covered. So fire a mount of the upproved loan, shall be paid by years at an interest of rate not covered to be paid by the Purchaser and Seller agrees to immodiately apply for said loan and make every reasonable effort on closing or to be paid by the Purchaser and Seller agree that in the event the contract is cancelled or not closed, any fees paid will be non-refundable and any or expenses incurred or due as a result of this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as the seller groups and is acting as a Contract Broker. The selling company, RIMBE Sellery is a broker of (sheet one). Seller Purchaser Both parties as a Limited Consensus Dual Agent. Neither party and is acting as a Contract Broker. Both parties as a Limited Consensus Dual Agent. Neither party and is acting as a Contract Broker. Both parties as a Limited Consensus Dual Agent. Seller in | SURV | | - 00 MAS | MAP BOOK: | PAGE: |
| Balance of cash down payment due from Purchaser at closing Morgage Loan Amount (estimated) (a) LOAN CONTINCENCY: This contract is contingent upon Purchaser obtaining approval of a Cacciluding any financed loan costs) amortized over a period of years at an interest of rate not costs and the contract is contingent upon Purchaser operated over a period of years at an interest of rate not costs of the contract of the contract is contingent upon Purchaser of the contract over a period of years at an interest of rate not covered. So fire a mount of the upproved loan, shall be paid by years at an interest of rate not covered to be paid by the Purchaser and Seller agrees to immodiately apply for said loan and make every reasonable effort on closing or to be paid by the Purchaser and Seller agree that in the event the contract is cancelled or not closed, any fees paid will be non-refundable and any or expenses incurred or due as a result of this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as defined in this contract will be the responsibility of the Purchaser of Seller as the seller groups and is acting as a Contract Broker. The selling company, RIMBE Sellery is a broker of (sheet one). Seller Purchaser Both parties as a Limited Consensus Dual Agent. Neither party and is acting as a Contract Broker. Both parties as a Limited Consensus Dual Agent. Neither party and is acting as a Contract Broker. Both parties as a Limited Consensus Dual Agent. Seller in | 1. | The PURCHASE PRICE shall be \$ 1.55 | payable as follows: | ~ | ا ا م م |
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| CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before FEDURARY 28 TEXAS Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property. Possession is to be on delivery of the deed, if the property is vacant; otherwise, possession shall be delivered on FEBURARY 28TH 1991. L2.01(a.m.) p.m.) (Note: If Purchaser is to be given possession prior to closing, or if Seller is to remainin possession after closing recommended that the parties enter into a written occupancy agreement.) O2/26/1997-05985 O2/26/1997-05985 SHELBY COUNTY JUDGE OF PROBATE 31.00 | | | | | |
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| 02/26/1997-05983 09:45 AM CERTIFIED 09:45 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE | | 12:01)(a.m.) (b.m.) (Note: If Purchaser is to | be given possession prior to closin | g, or if Seller is to remainin no | ssession after closing |
| 02/26/1997-05983 09:45 AM CERTIFIED 09:45 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE | | recommended that the parties enter into a writte | n occupancy agreement.) | E ADDENDUMIA | -11 |
| SHELBY COUNTY JUDGE OF PROBATE | | | - 440 | ロンーひごろなっ | NA I |
| SHELBY COUNTY JUDGE OF THOSA | | | 05/56/13 | CERTIFIED | - IVL |
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| | \rightarrow | J | SHELBY COUNTY . | Miles of the | |
| | \sim | ار زا () جاتعول لا سو() | | 21.00 | |
| | } | Jan Cyrus Cir Lute 10 1 lean, Al 3524 | | | |

| • | ANCE Seller agrees to convey the Property to Purchaser by ENERAL warranty deed (check here _ | if Purchaser(s) |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| و . | title as joint tenants with right of survivorship), free of all encumbrances except as permitted in the Contract. S | eller and Purchaser |
| الما تاهم | hat any encumbrances not herein excepted or assumed may be declared at the time of closing from sales proceed AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND S | s. THE PROPERTY IS: |
| SOLD A | AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND S | UBJECT TO PRESENT |
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| OTHER | WISE ACKEED HEREIN. SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVI | SION COVENANTS |
| AND KI | ESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY | IMPAIR USE OF THE |
| PROPE | RTY FOR RESIDENTIAL PURPOSES. | |
| WARR | ITION OF THE PROPERTY; NEITHER SELLER NOR ANY BROKER MAKES ANY REPRESENTATE ANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY IN Purchaser has the obligation to determine and all another as Selection and the Property of the condition of | SET FORTH |
| and the utility a affection with "A | IN. Purchaser has the obligation to determine any and all conditions of the property material to the Purchaser's y, including without limitation, the condition of heating, cooling, plumbing, electrical systems and any built-in a basement, including leaks therein; the size and area of the Property; construction materials, including floors; strand sewer or septic tank availability, subsurface condition, including radon and other potentially hazardous gases g the character of the neighborhood. Purchaser shall have the opportunity to determine the condition of the Property, "B" or "C" below, as selected by the parties. (Note: Lenders or public authorities may require certain investion and septic tank inspection. Purchaser's inspections should include such matters in any event.) | ppliances, and the roof uctural condition; and any matters perty in accordance |
| | | |
| | lect either "A", "B" or "C" below by initialing. The choice must be initialed by both parties to be part of this | |
| A. | Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser | Purchaser Initials |
| | has inspected the Property, either personally or through others of Purchaser's choosing, and accepts the | |
| | Property in its present "as is" condition, including ordinary wear and tear to the closing. | Seller Initials |
| | (Note: For FHA financing, this "as is" clause does not apply.) | |
| | (view view view view view view view view | · |
| | | 135-11B |
| В. | Purchaser has inspected the Property, either personally or through others of Purchaser's choosing, and without | 114 |
| | relying on any representation or warranty from Seller or Broker or any salesperson or any printed written | |
| | description of the Property, accepts the Property in its present "as is" condition, including any wear and tear to | , |
| | closing, except that Seller agrees (subject to any dollar limits below to (i) make any repairs required by the | |
| | lending institution; (ii) deliver the heating, cooling, plumbing and electrical systems and any built-in appliance | PC |
| | in normal operating condition at the time of closing; and (iii) perform the following | ~3 |
| | REPAIRS REQUIRED OF SELLER UNDER | _ |
| | PARAGRAPH (B) SHALL NOT EXCEED \$ If such repairs exceed this amount and Seller refu | 9 B. |
| | to pay the excess, Purchaser may pay the excess or (if not prohibited by Purchaser's Lender) accept the proper | |
| | with the limited repairs or accept the specified ceiling amount at closing as a reduction of the purchase price, | " 21 31 |
| | and this sale shall be closed as scheduled, or Purchaser may cancel this Contract by notifying the Seller within | |
| | hours of Purchaser's receipt of Seller's notice or refusal to pay the excess. | Seller Initials |
| | | The con |
| | | |
| c' | Purchaser requires additional inspections to the Property atPurchaser's expense Seller's | |
| | expense. Within calendar days after Seller's acceptance of this Contract, Purchaser shall, either | |
| · | personally or through professionals of Purchaser's choosing, inspect and investigate the Property. When such | |
| | inspections reveal conditions unsatisfactory to the Purchaser, Purchaser shall notify in writing of such | |
| | unsatisfactory conditions and provide Seller a copy of the inspector's written report, all within 10 days | of |
| | this Contract. Seller shall notify Purchaser in writing within days of receipt of such notice whether | OI . |
| | Seller will correct the defect prior to Closing. If Seller is unable or unwilling to correct the defect, Seller shall | 9 C. |
| | not be obligated to do so, but the Purchaser shall then have the option of cancelling this Contract and recoveri | |
| | the earnest money by notifying the Seller in writing within days of receipt of Seller's written refusal | ng Purchaser Initials |
| | | 50 |
| | correct the defect. Purchaser's failure to notify Seller of any defect or Purchaser's election to terminate the | Seller Initials |
| | Contract, as herein provided, shall conclusively be considered approval of the Property "as is" including | |
| • | ordinary wear and tear to the closing. | 7/5 |
| • | | RED NE |
| | Note: "Ondingnasseen and tops" on social in 16 215 and 1601 at any at all see to the second second second in 16 215. | 110 |
| | Note: "Ordinary wear and tear" as used in "A" and "C" above, shall not be deemed to include material fails | - |
| | cooling, plumbing and electrical system or built-in appliances. If such a system suffers material failure after a second control of the second system of the | |
| | or "C" above prior to closing and Seller refuses to pay for any repairs reasonable required to restore it to an | |
| | least as good as previously existing. Purchaser may proceed with the closing or cancel the Contract and recovery protections. Sollar in writing of the cancellation promptly often Pumphaser's proceed to Collar's notice of refusal | - |
| | by notifying Seller in writing of the cancellation promptly after Purchaser's receipt of Seller's notice of refusal | io pay jor such |

repairs provided that notice of cancellation must, in any event, be received prior to closing.

conditions of the property are the responsibility of Purchaser.

Purchaser has the right and responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the

Property is not in the condition agreed under "A", "B" or "C" above, whichever one has been selected by the parties. After closing, all

R: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker. is associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase mership of the property; (ii) structural condition of the property, including the condition of the roof and basement: 10. an) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing. incheser Initials water, heating systems and appliances (v) the availability of utilities and/or sewer service: (vi) the character of the neighborhood (vii) the investment or resale of the property; (viii) subsurface conditions, including radon and other potentially hazardous materials and/or gases; or (ix) any other matters affecting their willingness to purchase the Property Seller Initials on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments. pending public improvements, repairs, replacements or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed. FIRE / SMOKE / GAS DETECTORS: Purchaser shall satisfy himself/herself that all applicable federal, state, and local statutes, ordinances and regulations concerning fire / smoke / gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshall Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies." RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the Closing and if the Seller is unable to restore it to its previous condition prior to Closing, the Purchaser shall have the option of cancelling this Contract and recovering the earnest money or accepting the Property in its damaged condition, any insurance proceeds otherwise payable to the Purchaser. (Note: For FHA) financing, should Seller be unable to restore Property to its previous condition prior to Closing, the Contract shall be void and earnest money returned to Purchaser.) SELECTION OF ATTORNEY: Purchaser and Seller hereby agree to share the fees of a closing attorney. No **, 14.** Yes Purchaser Initials If Purchaser and Seller agree to share the fees of a closing attorney, Purchaser and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be Seller Initials represented at all times in connection with this Contract and the closing by an attorney of their own choosing, at their own expense. PERSONAL PROPERTY: Any personal items remaining with the Property shall be at no additional cost to the Purchaser; shall not add value to the Property; shall be in "as is" condition unless otherwise agreed to herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list attached hereto (said list to be specific as to description and location of such items). and signed by all parties are hereby made a part of ADDITIONAL PROVISIONS: Additional provisions set forth on addendums _ this Contract. (Note: For FHA financing, attach required FHA Addendum, including Seller required closing cost, appraised value and lead based paint disclosure. For VA financing, attach required VA addendum.) ARBITRATION: (Note: This paragraph is specifically for new home sales.) The Seller and Buyer acknowledge that this agreement necessarily involves interstate commerce by virtue of the materials and components contained in the dwelling and each of the undersigned hereby agrees to arbitrate any and all disputes arising under this agreement and to be bound by the decision of the arbitrator which shall be conducted pursuant to the Construction Industry Rules of the American Arbitration Association. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser. Seller nor Broker or any sales agents shall be bound by any understanding, agreement, promise or representation concerning the Property, expressed or implied, not specified herein. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING. Witness to Purchaser's Signature(s) Purchaser Date

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Witness to Seller's Signature(s)

| Receipt is | hereby acknowledged of the | e earnest money as h | nerein above set forth. | Cash Check DATE: 12/3 | . 19 96 |
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| Witness to Seller's Sig | gnature(s) | | Delanu | Bowers | Date 12-4-96 |

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PRIME REALTY

| | SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION AGREEMENT |
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| 1 | Bayer John LANFORD appoints Prime Realty ("Broker") |
| 1. | (Sales Associate) as exclusive Buyer's agent for the purpose of assisting Buyer in locating for |
| | purchase acceptable real property. The Broker's status as the Buyer's agent shall commence on |
| | 12-1, 1996 and shall continue until 2-21, 1996 This agreement may be |
| | terminated on 24 hours notice, but the provisions of item seven remain in effect. |
| ? | BROKER'S OBLIGATION: Broker will utilize his/her professional knowledge to make a good faith |
| ۷. | effort to locate property described by Buyer. Broker will act at all times in the Buyer's interest and |
| | agrees to: |
| • | a. Consult with Buyer to determine property requirements, possession timetable and other purchasing objectives; |
| | b. Assist Buyer in having their financial loan qualifications processed and suggest alternatives when necessary; |
| | c. Assist Buyer in the house-hunting process and arrange showing of properties suitable for |
| he Bu | purchase (such properties may be listed in any multiple listing services as well as properties for sale by individuals). |
| Hateo Water | d. Assist Buyer in obtaining available material information relative to properties on which Buyer |
| المرتبات الم | requests information; |
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| .*j 11 }-'- | e. Assist Buyer in negotiating the best price and terms while contracting, or otherwise acquiring property and in monitoring financing, time deadlines and closing details. |
| 1 190 | BUYER OBLIGATION: Buyer agrees to work exclusively with Broker's Sales Associate during |
| <i>)</i> . | the tame of this agreement has |
| c has t | a. Viewing any property only with the Broker's Sales Associate and not with any other real |
| | estate broker, sales person or individual owner. |
| ~ , · · · · · | b. Exclusively allowing the Sales Associate to negotiate for and to represent Buyer. |
| The state of the s | a le tit it alle Alle Alle before violities over bourse or contacting any other real |
| | Buyer to all parties contacted. |
| r Milas | d. Making himself/herself available to see properties and to apply for mortgage loan approval if |
| | financing is going to be necessary to purchase property within one week from date of this |
| * * * * * * * * * * * * * * * * * * * | contract. |
| | e. Referring to the Sales Associate any inquiries received from any other real estate broker, |
| | salesperson, prospective individuals, seller, builder, or any other source during the time this |
| | agreement is in effect. |
| 1. | DISCLOSED LIMITED CONSENSUAL DUAL AGENCY (Limited fiduciary): Buyer |
| | acknowledges that from time to time Prime Realty's Sales Associate may elect to represent |
| \ | Sellers and may represent the interests of both the Buyer and Seller in the same transaction, but only |
| · | with the knowledge and written consent of both the Buyer and Seller. When Prime represents both |
| 2 | Buyer and Seller, there is a limitation on Prime's ability to fully represent both parties. For example, |
| | information obtained within confidentiality and trust of the fiduciary relationship with one party must |
| ···· | not be disclosed to the other party without prior written consent of the party adversely affected by the |
| | 19Anda - |

By initialing, the Buyer accepts and acknowledges his/her understanding and agreement with the Limited consensual dual agency provisions. Buyer's Initials:

disclosure.

SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION AGREEMENT

(continued)

| • | DISCLAIMER: Buyer acknowledges that Prime Realty is being retained solely as a real estate agent and not as an attorney, accountant, lender, appraiser, surveyor, structural engineer, home inspector, or other professional service provider. The Buyer is advised by Prime Realty to seek professional adviction any service provider to answer any questions the Buyer has related to a proposed transaction. |
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| 6. | DESCRIPTION OF PROPERTY SOUGHT: Buyer wishes to purchase real property which may include a lot and a residence to be constructed, as follows: |
| 7. 9. | COMPENSATION TO BROKER: If during the term of this agreement of 180 days after the expiration or termination of this agreement the Buyer enters into a contract to acquire any property previously informed about through the services of Prime Realty or otherwise, the buyer shall pay to Prime Realty compensation equal to 3000. Of the sales price or % of the gross lease price. All cooperating fees paid to Prime Realty by the Seller, or listing agency representing the Seller, shall be credited against the compensation due from the Buyer under this agreement. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SERVICES: The Buyer shall be responsible to pay immediately for all products or services the Buyer requests from outside sources (Examples can include home, roof, mechanical or pest inspections, surveys, title reports, etc.) OTHER BUYERS: Potential buyers may be interested in the same properties as Buyer. It is agreed |
| 10. | that Prime Realty may represent those buyers, whether such representation arises prior to, during, or after the end of this contract. In such a situation, Prime Realty will not disclose to either Buyer the terms of the other's offer. INDEMNIFICATION: Provided Prime Realty is not at fault the Buyer agrees to indemnify and hold the Buyer agrees to indemnify and hold the Buyer agrees form any and all loss, cost, expense, damage, or claim arising out of this |
| 11. | contract. the Broker shall be held harmless from liability resulting from incomplete or inaccurate information provided to Broker from Buyer or other service providers to Buyer. NON-DISCRIMINATION: Properties shall be shown and made available to Buyer without regard to race color religion age sex handican, familial status or national origin. |
| 12. | MODIFICATION OF AGREEMENT AND ENTIRE AGREEMENT: All written modifications of this agreement are binding only when signed by all parties. This agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this agreement. |
| The pa | rties acknowledge that they have read, understand, and agree to all provisions of this agreement. |
| PRIMI | EREALTY Slaw a Lond |
| Broker | Buyer 105t * 1997-05985 |
| Broke | 's Sales Associate 02/26/1997-05985 02/26/1997-05985 |
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