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This Form Furnished by

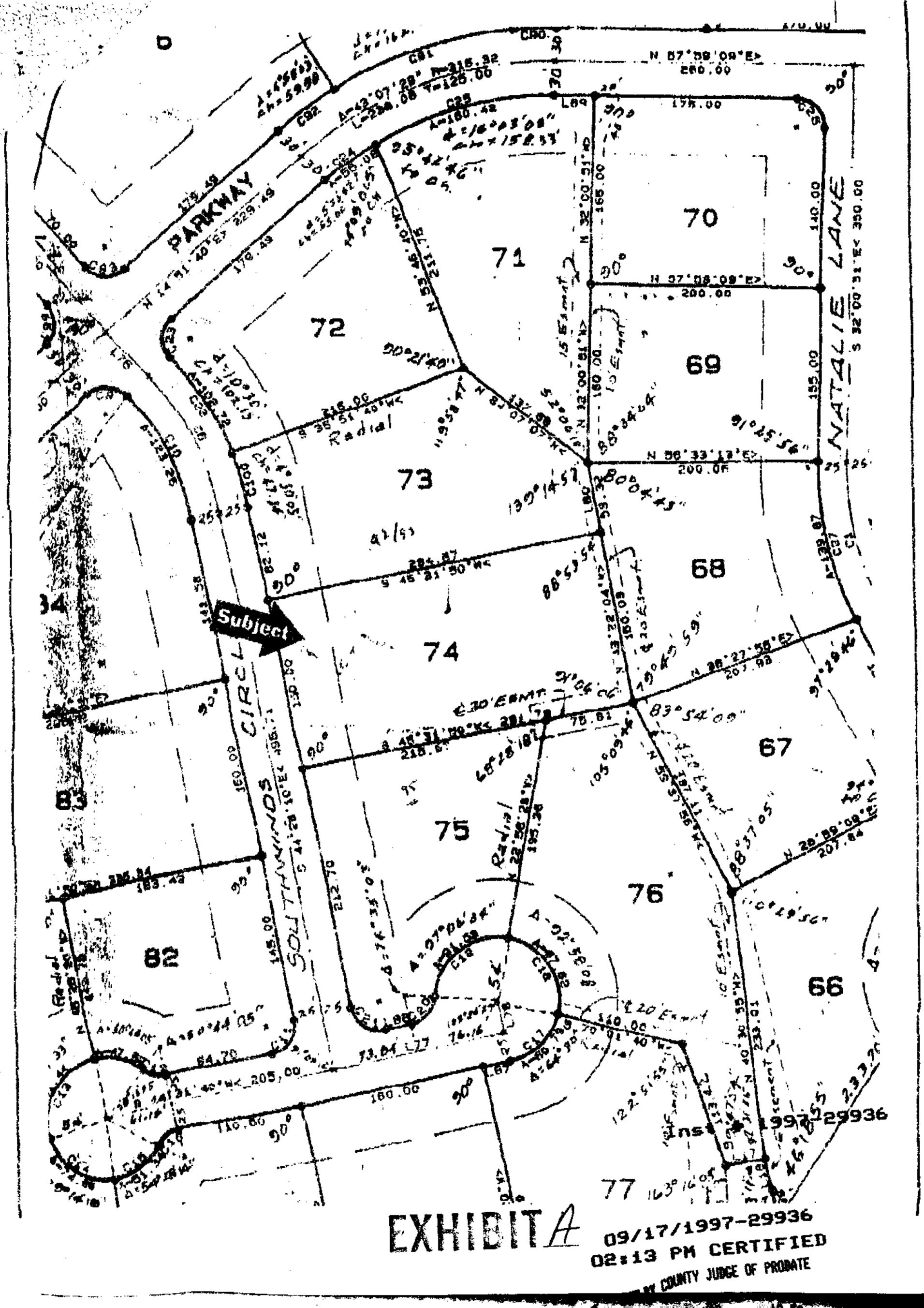


Lawyers Title Insurance Corporation

Source C. Barnett, his assignees, nomines and assignees provides the destrigued Scaleton. Note: Paying Jr		Birmingham, Alabama _	January 10 .19 97
at the indertagued Sollards Roy E. PayTig 1.	the undersigned Purchaser(s)	· · · · · · · · · · · · · · · · · · ·	
Security	DOV F	Payne, Jr.	hereby agrees to sell the (the "Property") situated in the
### ### ### ### #### ################	·	ity of Shelby , Alabama, on the t	erms stated below:
despite searched a Lot. Shelly County as set out in Exhibit A attached heroto. THE PURCHASE PRICE shalls to 15700.00 public and low. Earnest Money. recept of which is brevely acknowledged by 15000.00 public and low. Earnest Money. recept of which is brevely acknowledged by 15000.00 public and low. Earnest Money. recept of which is brevely acknowledged by 15000.00 public and low. Earnest Money. recept of which is brevely acknowledged by 15000.00 public and low. Earnest Money. recept of which is brevely acknowledged by 15000.00 public and in the covenants running of negotiating with the original Grantor of this property concerning the right construct a residence for the Grantee as contained in the ovenants running the the land. This contract is further contingent upon the Purchaser determining in the land. This contract is further contingent upon the Purchaser determining the the land. This contract is further contingent upon the Purchaser contained in the Deed whereby the Seller acquired his title to South of the Contract is further contingent upon the Purchaser removing the property of paragraph 174 the coverants contained in the Deed whereby the Seller acquired his title to South of the Contract is further contingent upon the Purchaser removing the Figure 10000 purchaser in the seller acquired his title to grant the contract is further contract to the seller acquired his title to days from the date of the last signature on this document to assess shall have days from the date of the last signature on this document to days from the date of the last signature on this document to days from the date of the last signature on this document to days from the seller acquired his title seller acquired his title and the contract solely within his discretion in the event he is not satisfic at the contingencies have been met. EARNEST MONEY & PURCHASERS DEPAULT. Seller heady with the seller acquired by a total seller acquired by a total seller acquired by the seller acquired by a total seller acquired by a total sell			
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	(NOTE: Choose (a) (1) below if Purchaser does not require further inspections, or choose (a) (2) if further inspections are required.
! !	Purchaser has inspected the Property and, without relying on any representation or warranty from Seller or Broker or any salesperson or on any printed or written description of the Property, accepts the Broperty in its present "as is" condition, subject only to the following:
	to the following:
	(a) (2) Perchaser requires additional inspections of the Property. Within calendar days after Seller's acceptance of this Contract, Purchaser shall have the right, at Purchaser's expense and through licensed contractoris) or other qualified professionals of Purchaser's choosing, to inspect and investigate the Property. When such inspections or investigations reveal conditions unsatisfactory to Purchaser shall inform Seller in writing of such unsatisfactory condition, and provide to Seller at no gost a copy of the
	written report of the inspector, all within days of Seller's acceptance of this Contract. Seller shall notify Purchaser in writing within days of receip of notice of such unsatisfactory condition whether Seller will correct the defect prior to Closing. It Seller is unable or
	unwilling to correct the defect. Furchaser may cancel this Contract by notifying beller in writing withinhouse of receipt of Seller's written refusal to correct the select, and the Earnest Money shall be returned to Bayer. Purchaser's failure to notify Seller of any such defects or of Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property as is and an election to proceed with the closing.
	(b) Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing; provided, it shall be the responsibility of Purchaser to inspect said systems and equipment prior to closing and to notify Seller immediately of any systems that are not in normal operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively establish that Seller has satisfied this covenant.
	(c) All repairs required of Seller by this Contract shall not exceed \$
	9. DISCLAIMER: Seller and Purchaser acknowledge that they have not refled upon 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, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plimbing, 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 (vii) any other matters affecting their willingness to sell or purchase the Property 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.
	10. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, 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.
	11. FIRE/SMOKE DETECTORS: Runchaser shall satisfy himself that all applicable federal, state and local statutes, ordinances and regulations converning fire/smoke 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 Algebra Department of Insurance (Fire Marshall Division) Regulation entitled Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies."
	12. RISK OR 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 is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is upable 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 back or accepting the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by season of such damage shall be applied to the bacance of the purchase price or otherwise be payable to Purchaser.
!	13. SELECTION OF ATTORNEY. The parties hereto acknowledge and agree that, if they have agreed to share the fees of a closing attorney bereunder, such fee 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. Each of the parties further acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.
	14. ADDITIONAL PROVISIONS set forth on the attached addendum(s) None, and signed by all parties, are hereby made a part of this Contract.
5	15. 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 agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or mplied, not specified herein.
1	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UMBERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.
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1	Witness to Purchaser's Signature(s) Furphaser
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•	Seiler (SEAL.)
1	Witness to Seller's Signature(s) [SEAL]
ı	**************************************
	EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forthCASHCHECK FIRM
,	**************************************
•	COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. In this contract, seller agrees to pay as Agent, a commission in the
a	mount of of the total purchase price.
Š	[SEAL] Seller [SEAL]

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