


REAL ESTATE SALES CONTRACT
FOR NEW CONSTRUCTION


20030618000381520 Pg 1/26 86.00
Shelby Cnty Judge of Probate, AL
06/18/2003 10:32:00 FILED/CERTIFIED

Birmingham, Alabama June 18, 2002 (Date)

The undersigned Purchaser(s) Eric W. & Reva L. Darcfield hereby agree to purchase and the undersigned Seller, Prantley Home, Inc hereby agrees to sell the following described real estate, (the Property), situated in Shelby County, Alabama, subject to all easements, restrictions, covenants, rights of way and other matters of record in the Probate Office of Shelby County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereby referred to as the "Declaration").

Address _____ and
legally described as Lot 228 according to the Survey of Riverwoods - Sector 2
as recorded in Map Book _____ Page _____ in the Probate Office of Shelby
County, Alabama, ("Property") on the terms states below:

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

Basic Price of Property including Building & Lot..... \$ 299,376.81

Purchaser requests the following extras in addition to the basic plan and agrees to pay the following sum in addition to the Basic Price states above.

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

Total of Basic Price and Extras..... \$ _____

Less and following items to be deleted from the basic plan, to-wit:

_____	\$ _____
_____	\$ _____
Total Deletion Credits	\$ _____
TOTAL PURCHASE PRICE	\$ <u>299,376.81</u>

2. The Total Purchase Price of \$ 299,376.81 shall be payable as follows:

Earnest Money, receipt of which is hereby acknowledged by Seller

(Purchaser's Initials) QWD EWD \$ 500.00

Down Payment on construction, receipt of which is hereby acknowledged by

_____ \$ _____

The Purchaser and Seller acknowledge that the Purchaser and Seller have read, understood and accepted the foregoing.

QWD EWD QWD (Initials)

<u>Down Payment</u>		
Additional Earnest Money due upon <u>ground break</u>	\$	<u>2,500</u>
Additional Down Payment due upon <u>beginning of sheet rock</u>	\$	<u>2,500</u>

This contract is subject to Purchaser being able to obtain a conventional loan
in the approximate amount of _____ 8.0% \$ 239,502

Cash on closing this sale (certified funds or cashier's check)
(Closing Costs not included)..... \$ _____

3. **EARNEST MONEY & PURCHASER'S DEFAULT**: Purchaser hereby authorizes REMAK FIRST CHOICE to hold the Earnest Money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, said Earnest Money so forfeited shall be divided equally between Seller and Agent. In the event both Purchaser and Seller 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.

4. **DOWN PAYMENT & PURCHASER'S DEFAULT**: The Purchaser hereby authorizes Seller 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 Seller 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 Seller to any other remedies available by law or under this Contract.

The Purchaser and Seller acknowledge that the Purchaser and Seller have read, understood and accepted the foregoing.

END RLD VB (Initials)

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

6. **A. FHA VALUATION**: If FHA 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 Seller 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 Seller hereby agrees to deliver to Purchaser promptly after such appraised value statement is made available to Seller. 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 arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD 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.

B. VA LOAN: If VA financing is used, it is expressly agreed that, notwithstanding any other provisions of this Contract, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Veterans Administration.

7. **CONVEYANCE**: Seller agrees to convey the Property to Purchaser by General Warranty Deed free from all encumbrances, except as herein set forth, subject to current and future ad valorem taxes, library district and fire district assessments and Seller and Purchaser agree that any encumbrance not herein excepted or assumed may be cleared at the time of Closing from sales proceeds. (☒ Check here if Purchasers desire title as joint tenants with right of survivorship). The Property is sold and is to be conveyed subject to easements, covenants and restrictions of record, mineral and mining rights not owned by the Seller, present zoning classification of Residential, and is _____ is not ☒ located in a flood plain.

8. **PROTECTIVE COVENANTS**: Purchaser acknowledges that the Property is subject to and shall be conveyed subject to the protective covenants set forth in the Declaration, which include without limitation building setback requirements, use restrictions limiting the use of the Property to single-family residential purposes only, requirements that all plans and specifications for all improvements be approved by the Architectural Review Committee and that each property owner pay homeowner assessments (if applicable in the covenants). Purchaser acknowledges receipt of the covenants and all other documents and instrument referenced therein and Purchaser agrees to be bound by all of the terms and provisions set forth therein.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RLD FLD (Initials)

9. **TITLE INSURANCE.** Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller'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 7 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 Seller and Purchaser, even if the mortgagee is Seller. At Closing or prior to Closing, Purchaser shall execute a consent form acknowledging any title exceptions to the Property and that the Property is subject to the restrictive covenants described in the Declaration.

10. **SURVEY:** Purchaser does ☒ does not ☐ (check one) require a survey by a registered Alabama land surveyor of Seller'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, fire district and library district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE. Purchaser shall be responsible for the payment of all future fire district assessments and library district dues and any "roll-back" taxes assessed after the Closing Date pursuant to Section 40-7-25.3 of the Code of Alabama (1975). All association dues, if any, shall be paid by Purchaser.

If the improvements to be purchased were started before the October 1st prior to the date of this contract, the property taxes will be assessed as a CLASS II (commercial) tax rate. Seller will pay its pro-rata share of property taxes from October 1st to the closing date. The balance of the Class II property taxes will be paid by the Purchaser as a part of the negotiated purchase price.

12. **START OF CONSTRUCTION:** Seller agrees to commence construction or completion of said building(s) within 30 days after this 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 120 working days after date of commencement, except when Seller shall be prevented from completing such building(s) by reason of change in plans or specifications required by Purchaser, by war, fire, Acts of God, governmental regulations or decrees, strikes, acts of Purchaser, inclement weather or other causes beyond the control of Seller.

13. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before Nov 22, 2002, herein called Closing Date, except Seller 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 20, and to perfect title to said Property. Possession is to be given upon delivery of the deed.

14. **CONDITION OF PROPERTY:**

A. In addition to the general exception for mineral and mining rights not owned by Seller, Seller and the Real Estate Companies make no representations regarding the status or condition of the property below the surface or relating to the existence of mining shafts, tunnels or other conditions below or affecting the surface of the Property. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS PHYSICALLY AND PERSONALLY INSPECTED THE PROPERTY PRIOR TO EXECUTING THIS CONTRACT AND THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY AND WHETHER THERE EXISTS ANY TOXIC OR HAZARDOUS SUBSTANCE OR WASTE (INCLUDING, BUT NOT LIMITED TO, RADON GAS), OR OTHER SUBSTANCE OF ANY KIND ON THE PROPERTY AND NEITHER SELLER NOR ANY

AGENT HAS MADE ANY SUCH REPRESENTATIONS OR WARRANTIES. FURTHERMORE, PURCHASER HEREBY WAIVES AND RELEASES SELLER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MORTGAGEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY LIABILITY OF ANY NATURE ON ACCOUNT OF LOSS, DAMAGE OR INJURY TO THE BUILDINGS, IMPROVEMENTS, PERSONAL PROPERTY OR TO PURCHASER OR ANY OWNER, OCCUPANTS OR OTHER PERSON WHO ENTERS UPON ANY PORTION OF THE PROPERTY AS A RESULT OF ANY PAST, PRESENT OR FUTURE SOIL, SURFACE AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN (INCLUDING, WITHOUT LIMITATION, SINKHOLES, UNDERGROUND MINES, TUNNELS AND LIMESTONE FORMATIONS AND DEPOSITS) UNDER OR UPON THE PROPERTY OR ANY PROPERTY SURROUNDING, ADJACENT TO OR IN CLOSE PROXIMITY WITH THE PROPERTY. THE AGENT MAKES NO REPRESENTATION OR WARRANTY AND IS NOT AUTHORIZED BY SELLER TO MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF THE PROPERTY. AS ADDITIONAL CONSIDERATION TO SELLER, THE FOREGOING PROVISIONS SHALL SURVIVE THE DELIVERY OF THE DEED.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RWD SWD (Initials)

B. ONE YEAR LIMITED BUILDER'S WARRANTY: Seller is to provide Purchaser with a one-year Limited New Home Warranty, which is attached as ADDENDUM #A and Purchaser agrees to accept the terms and conditions of said Warranty as Purchasers' only implied or express warranty. When completed and sold to Purchaser, the home shall be protected by Seller's limited one year warranty with respect to workmanship, materials and structural defects as more fully set out in Addendum "A" attached hereto. The attached warranty information describes Purchaser's limited warranty protection with respect to the Home, and, by execution hereof, Purchaser represents and agrees that Purchaser has reviewed and is familiar with the limited one year warranty and the accompanying acceptance affidavit and Purchaser's rights and the limitations thereunder. Further, the terms of the limited one year warranty have been fully negotiated between Purchaser and Seller as a part of the purchase price and other terms of this Contract.

Seller and Purchaser acknowledge receipt of the Attached "BUILDING QUALITY STANDARD SECTION" (attached hereto as Exhibit "1" and incorporated herein by reference), which provides details of what shall be and shall not be deemed a "Defect" under the terms of this contract and the one year limited builder's warranty.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RWD SWD (Initials)

C. MEDIATION AND ARBITRATION: The Seller and Purchaser acknowledge that this Contract necessarily involves interstate commerce by virtue of the materials and components contained in the dwelling and the financing of the construction and permanent loans. Both parties hereby agree to the terms of Paragraph 12 of the Limited New Home Warranty in that all disputes will be submitted to mediation and in the event no mediated resolution is reached, then to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The costs associated with the mediation and/or arbitration process shall be equally divided between Purchaser and Seller.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RWD SWD (Initials)

D. WAIVER OF WARRANTIES AND CLAIMS. THE BUYER AGREES THAT THE LIMITED WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP, AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, FRAUD OR MISREPRESENTATION, AND THE BUYER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE PROPERTY.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RLD ZWD (Initials)

15. **SELLER WARRANTIES** that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property which remains outstanding except as set forth herein. These warranties shall survive the delivery of the deed.

16. **DISCLAIMER:** Purchaser acknowledges that, except as set forth herein and in the plans and specifications, Purchaser has not relied upon any advice or representations of Seller or Broker (or Broker's associated salesperson) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) except as provided in Seller's Limited New Home Warranty, the structural condition of the Property; (iii) the construction materials; (iv) the nature and operation 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; (viii) the use or condition of adjoining or neighboring property; or (ix) any other matters affecting Purchaser's willingness to purchase the Property on the terms and price herein set forth. Purchaser acknowledges that if such matters are of concern to him in the decision 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) BATT which, according to the manufacturer, will yield a R-value of 11.
b. Ceilings in all areas will be insulated with (type of insulation) BLOWN to a thickness of 30 inches, which, according to the manufacturer, will yield a R-value of 30.

18. **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 is delivered. If the Property is destroyed or materially damaged between the date hereof and the Closing, and Seller 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 Seller 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 acknowledge that he has a right to be represented by an attorney of his choice at all times in connection with this Contract or the Closing at his own expense. The closing attorney shall be Courtney Mason & Associates, P.C.

20. **WALK THROUGH PREOCCUPANCY AND ACCEPTANCE INSPECTION:** Purchaser, along with Purchaser's real estate agent is entitled to "walk through" the Home after the sales Contract is accepted and immediately prior to Closing to determine if any minor items need correction. The punch list items agreed upon prior to closing will be corrected as soon as practical. Closing will not be delayed due to punch list items.

HOWEVER, THERE SHALL BE ONLY ONE PUNCH LIST WHICH SHALL BE MADE IMMEDIATELY PRIOR TO CLOSING. THE ONE YEAR LIMITED WARRANTY DOES NOT HAVE A PROVISION FOR ANOTHER PUNCH LIST FOR COSMETIC ITEMS SUCH AS PAINT AND SHEETROCK TOUCH-UPS, AND NO PUNCH LIST AT THE END OF ONE YEAR. PURCHASER HAS READ THE LIMITED ONE YEAR WARRANTY AND UNDERSTANDS ITS TERMS.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RLD ZWD (Initials)

ACCEPTANCE: At the time this Contract is signed, Purchaser (notwithstanding any plans, specifications 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 construction, further agrees to execute an acceptance statement at Closing similar in content to the one attached as ADDENDUM "B".

21. **NON-PAYMENT.** In the event Purchaser shall fail to pay any monies due Seller under this Contract, Seller may refuse to perform any further work to the Property pursuant to Seller's 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 delivery of the deed.

22. **FINANCING DELAY:** If Purchaser fails to close by the date specified in Paragraph 12 or 13 because of financing delays or any matter attributable to Purchaser, Seller 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. If Purchaser fails to pay the price revision, Seller may, at its option, cancel this Contract and refund the Earnest Money. **DOWN PAYMENT WILL NOT BE REFUNDED UNDER THE PROVISIONS OF THIS PARAGRAPH SHOULD THE PURCHASER FAIL TO CLOSE BECAUSE OF REJECTION OF THE NEW PURCHASE PRICE.**

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

_____(Initials)

23. **UTILITIES:** Seller agrees that the water, gas and electric meters when installed will be in its name through the Closing Date. Purchaser will immediately transfer all utilities to purchaser as of the date of closing and be financially responsible for all such costs after closing.

24. **CHANGES:** No changes in the plans and specifications are to be made except upon written order prior to changes being made. Seller shall not be obligated to agree to changes during construction. Change orders must be signed by Purchaser and Seller and must provide a 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 the Purchaser(s) and only by the Seller, itself. Purchasers may make verbal changes with a decorator that are over Seller's allowances for which Purchasers shall be solely responsible. Purchaser assumes the responsibility of determining whether the cost of any item selected is within the allowances.

25. **SUPERVISION OF WORK:** Purchaser agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with the Seller, and Purchaser agrees not to issue any instructions to or otherwise interfere with same. The Seller shall be the authority for the proper usage, arrangement 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 Contract. The Purchaser further agrees not to negotiate for additional work with Seller's subcontractors nor to engage other builders or subcontractors except with the Seller's consent and in such manner as will not interfere with Seller's completion of work under this Contract.

26. **NON-REFUNDABLE FEES, UPGRADE/CUSTOM SELECTION CHARGES:** Purchaser and Seller acknowledge that in the event this contract is cancelled or does not close, any fees, upgrade selections (including but not limited to any floor selections, wall paper, lighting, appliance upgrades, custom changes in construction, etc.) that have been paid will be NON-REFUNDABLE. These items rarely increase the appraised value of the home and shall be forfeited as liquidated damages should Purchaser fail to close.

27. AGENCY DISCLOSURE:

The listing company is: REMAX First Choice
 The selling company is: REALTY SOUTH

The listing company is: REMAX First Choice
 (Two blocks may be checked)

- ☒ An agent of the seller.
☐ An agent of the buyer.
☐ An agent of both seller and buyer
 and acting as a limited consensual broker.
☐ Assisting the Buyer Seller as a transaction broker.

The selling company is: Realty South
 (Two blocks may be checked)

- ☐ An agent of the seller
☒ An agent of the buyer.
☐ An agent of both seller and buyer
 and acting as a limited consensual broker.
☐ Assisting the Buyer Seller as a transaction broker.

Seller's Initials RD Purchaser's Initials RLD EWD

28. ADDITIONAL PROVISIONS set forth on attached Addenda A, B, C, D & E ^{FGH} are hereby incorporated and made a part of this Contract by reference as though fully set forth herein.

29. MISCELLANEOUS: Purchaser may not assign, transfer, convey or encumber this Contract or any interest herein, without Seller's prior written consent. This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, successors and assigns. THIS CONTRACT AND THE ADDENDA ATTACHED HERETO CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR DISCUSSIONS, REPRESENTATIONS, NEGOTIATIONS AND AGREEMENTS BETWEEN THE PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. Neither Purchaser, nor Seller, 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 Contract may not be modified or amended except in writing signed by both parties hereto. No representations, promises, warranties, understanding or inducements with respect to this Contract or any of the matters contemplated herein which are not set forth in this Contract shall be binding upon the parties hereto. The paragraph headings are used for convenience of reference only and in no way define, limit or described the scope or intent of this Contract. Time is of the essence in this Contract. This Contract has been executed in the State of Alabama and the laws of the State of Alabama shall govern this Contract. If a provision of this contract should be invalid or unenforceable, then such provision only shall be held unenforceable and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

30. SEVERABILITY: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

Witness to Purchaser's Signature(s)

[Signature]
 Purchaser

Witness to Purchaser's Signature(s)

[Signature]
 Purchaser

Witness to Seller's Signature(s)

[Signature]
 Seller
[Signature]
 By: Rhonda Brantley

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth.

_____ CASH _____ CHECK Seller/Agent _____

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 SELLER AND THE AGENT. Seller agrees to pay REMAX FIRST CAUCE (Listing Agent) a commission in the amount of 2.5 % of the Purchase Price of \$ _____, and REMAX SOUTH (Selling Agent), a commission in the amount of 2.5 % of the Purchase Price of \$ _____ only in the event this sale closes with the Purchaser named in this Contract. In addition, the Agents certify that they have not made any representations or commitments to Purchaser which have not been made a part of this Contract.

Marketing Fee of 1% is in addition to 2.5% / 2.5%.

J
Listing Agent

Shirley H. Black
Selling Agent

By: Shirley H. Black
Seller

ADDENDUM "A"**LIMITED NEW HOME WARRANTY**

This Agreement made this ____ day of _____, 2001 by and between _____
 _____ Seller(s), and _____ Purchaser(s) of property located at
 _____.

WHEREAS, Seller has caused to be built for sale to Purchaser or under contract with Purchaser a Home situated on land located in the County of _____, State of Alabama, at the above property address; and

WHEREAS, Seller does hereby agree to give a limited warranty on the Home located at the above property for a period of one (1) year following closing or occupancy by the Purchaser, whichever event shall first occur, upon the following condition:

NOW, THEREFORE, in consideration of the payment of the purchase price of the Home, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Prior to closing, the Purchaser shall deliver to the Seller a written punch list or preoccupancy inspection detailing any minor omissions, adjustments or malfunctions in the home. The Seller shall review the punch list or preoccupancy inspection and identify to the Purchaser any items on the said list that will not be corrected or completed by the Seller. Purchaser may NOT add any items to the punch list or preoccupancy inspection after Purchaser moves into the home. Seller agrees to make corrections and adjustments within sixty (60) days after closing. Purchaser agrees to cooperate after closing to make the house available for subcontractors during normal business hours in order that agreed items may be corrected.

2. Seller warrants the above Home to be free from latent defects for a period of one (1) year following closing or occupancy, whichever event shall first occur.

A latent defect in construction is herein defined as a defect not apparent at time of occupancy or closing, but which becomes apparent within one (1) year from date of closing or occupancy, whichever event shall first occur, and such defect has been directly caused by Seller's failure to construct in accordance with the standards of construction prevailing in the geographical area of the Home. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.

PROCEDURE: Should it appear that a possible latent defect (non-emergency nature) has developed, Purchaser shall outline pertinent details in writing, and deliver same to Seller. Following receipt of such notice, Seller will make an inspection. If a latent defect exists, the Seller will (at Seller's option) either (1) repair, (2) replace, or (3) pay to Purchaser the reasonable cost of such repair or replace due to such latent defect(s); however, Seller shall not be obligated to spend more than the purchase price of the Home less the value of the land upon which the Home is situated.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY
 STATED HEREIN, THIS WARRANTY DOES NOT COVER ANY
 APPLIANCE, PIECE OF EQUIPMENT, OR ITEM WHICH IS A
 CONSUMER PRODUCT FOR PURPOSES OF THE
 MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.,
 §2301 THROUGH 2312).**

**THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER
WARRANTIES, EITHER EXPRESSED OR IMPLIED,
INCLUDING ANY IMPLIED WARRANTY OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR
PURPOSE, HABITABILITY AND WORKMANSHIP,
EXCEPT, IF APPLICABLE, SUCH WARRANTY AS
SPECIFICALLY STATED IN ANY REQUIRED VAWFA
WARRANTY DELIVERED SIMULTANEOUSLY HEREWITH.**

3. The Seller shall not be liable under this Agreement unless written notice of the latent defect shall have been given by Purchaser to Seller within the one (1) year warranty period. Steps taken by the Seller to correct any defect or defects shall not act to extend the warranty period described hereunder.

4. If Purchaser has given Seller written notice of the latent defect within the one (1) year warranty period, the purchaser shall have (90) ninety days, after expiration of the one (1) year warranty, to initiate mediation and arbitration hereunder.

5. Seller hereby assigns to Purchaser all of Sellers' rights, if any, under manufacturers' warranties on appliances and items of equipment included in the Home. Seller assumes no responsibility for such manufacturers' warranties and Purchaser should follow the procedures in these warranties if defects appear in such appliances and items of equipment.

6. Seller does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Limited Warranty:

- (a) Defects in appliances and pieces of equipment which are covered by manufacturer's warranties.
 - (b) Incidental, consequential, or secondary damages caused by a breach of this warranty.
 - (c) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking and cracking of caulking and weatherstripping.
 - (d) Conditions resulting from condensation on, or expansion or contraction of, materials.
 - (e) Defective design or materials supplied by Purchaser or installed under his direction, or defects in, or caused by anything not built into, or installed in the Home pursuant to contract between Seller and Purchaser.
 - (f) Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Home.
 - (g) Loss or injury due to the elements.
 - (h) Landscaping or any portion thereof is hereby expressly excluded from this warranty including sodding, seeding, shrubs, trees and plantings.
 - (i) Insect damage of any nature whatsoever.
 - (j) Non-uniformity of appearance of used or simulated used brick.
 - (k) Chips, scratches, or marks in tile, woodwork, walls, porcelain, brick, plumbing fixtures, formica and glass not expressly identified to Seller prior to closing.
 - (l) Dripping faucets and toilet adjustments after the thirty (30) day warranty period described herein.
 - (m) Utility service lines installed by developer, municipality or service company and back filling, or shunting thereof, including meters.
 - (n) Deterioration or defects in asphalt paving.
 - (o) Changes or failures in the underground water table and sub surface soil structures beyond the Seller's control.
 - (p) Damage due to the abuse or neglect of the Purchaser, or the Purchaser's failure to provide proper maintenance.
 - (q) Special Exclusions: _____
-
-

7. All warranty work shall be scheduled during normal weekday working hours except in emergencies.

8. This warranty is extended only to the Purchaser named herein. It is not transferable to subsequent purchasers of the home and is subject to his/her occupancy or occupancy of his/her immediate family.

9. Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

10. Use of one gender shall include all other genders; use of the singular shall include the plural; and use of the plural shall include the singular; all as may be appropriate.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

12. Purchaser and Seller agree that any dispute arising out of this Limited New Home Warranty will be submitted to mediation and in the event no mediated resolution is reached, then to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, and that the parties hereto shall be bound by the result thereof.

13. This is the entire and sole agreement of the parties, all prior representations and agreements including the Sales Contract pertaining to the purchase and sale of the Home, are incorporated or merged herein or superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASERS:

SELLERS:

(To Be Signed At Closing)

(To Be Signed At Closing)
By:

(To Be Signed At Closing)

See Attached Acceptance Affidavit

Signatures below are given at the time the contract is executed to evidence acceptance of the terms of this limited warranty.

Witness to Purchaser's Signature(s)

Shirley D. Duffell
Purchaser

Witness to Purchaser's Signature(s)

Ronald J. Duffell
Purchaser

Witness to Seller's Signature(s)

Bonnie L. Duffell
By: *K. Duffell* V.P.
Seller

ADDENDUM "B"

STATE OF ALABAMA

SHELBY COUNTY

AFFIDAVIT OF ACCEPTANCE

We hereby acknowledge that we have inspected the property and that without any reservations, except as set out below, we accept the property as to condition of the house and other improvements on the premises. Specifically we accept the property as the condition of the (a) wall finish and decoration, (b) finished floors, (c) bath tile and fixtures, (d) kitchen tile, sink and cabinets, (e) woodwork trim and paneling, (f) door and windows, (g) lighting fixtures, (h) brick and paneling on exterior walls, (i) concrete work of driveway, walks, porches and carports, (j) roofing, (k) shrubbery and yard, (l) drainage around house and ditches lying on easements, (m) retaining walls or site walls, (n) the size of all rooms.

We hereby acknowledge receipt of a Limited New Home Warranty executed by the Seller and understand the responsibilities of the Seller thereunder and understand this affidavit in no way alters or amends that document. Items identified by Purchaser and agreed upon by Seller in the punch lists or preoccupancy inspection are NOT waived when the affidavit of acceptance is executed at closing.

By closing the purchase of this property, we acknowledge that you have performed your contract with us, the house and lot have been completed according to the plans and specifications agreed upon and that the improvements have been completed according to decoration plan made a part of the contract.

We further acknowledge that certain lots in the subdivision have drainage ditches, and we are informed and understand that the ditches are located on easements which have been required by the local governing body's engineering department. It has been explained to us and we fully understand that the Seller is not responsible for the maintenance of the drainage ditches.

PURCHASERS:

(To Be Signed At Closing)

(To Be Signed At Closing)

Signatures below are given at the time the contract is executed to evidence agreement with the inclusion of the acceptance affidavit with the limited home warranty.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

Renee J. Duffell
Purchaser

W. D. Duffell
Purchaser

Bonnie Dorne & Linda Brantley
By: Linda Brantley
Seller

ADDENDUM "C"

Addendum to Real Estate Sales Contract for Construction on Sellers Lot dated June 18, 2002 and attached hereto.

The undersigned Purchaser and Seller hereby agree as follows:

1. Any agreement made by this Addendum replaces, amends and/or creates an applicable provision in the Contract mentioned above.
2. Purchasers to select floor, paint, wallpaper, lighting, cabinets, etc. from within Seller's standard allowances, as stated in the specifications. The Seller may request that any overage on these allowances be paid by Purchasers prior to installation.
3. Purchasers and Seller to agree on and sign a final plan and copy of the specifications prior to the start of construction.

The Purchaser and Seller acknowledge that the Purchaser and Seller have read, understood and accepted the foregoing.

SWOPLD (Initials)

4. Seller and Purchasers agree to split attorney's fee and cost of title insurance.
5. Seller to furnish Purchasers with termite bond dated as of the date of the original soil treatment guaranty.
6. Purchaser agrees to immediately make application for a loan and to exert all reasonable effort and diligence to obtain approval of the loan. The Purchaser agrees to keep the Seller fully informed of the status of Purchaser's efforts to secure the approval of the loan. The Purchaser shall provide such evidence as may be required by the Seller, including a written commitment for the loan, to confirm the final loan approval. The Seller shall have the right to delay the commencement of the construction of the Home, if applicable, until such time as the Seller has determined to the sole satisfaction of the Seller, that the loan to the Purchaser has been or is likely to be approved. Any such determination by the Seller shall be for the sole benefit of the Seller and may not be relied upon in any manner by the Purchaser. TIME IS OF THE ESSENCE IN PURCHASER OBTAINING FINANCING.

If this Contract is made subject to the Purchaser's obtaining financing, then notwithstanding any other provisions hereof, the Buyers shall have until July 9, 2002 to obtain such financing and give written notice to Seller of the obtaining thereof; otherwise this contingency based on financing shall become null and void, in which case financing shall not be a contingency in this contract. If for any reason this sale is not closed and such written notice is not given as required, the earnest money and/or any down payment shall be forfeited as liquidated damages to the Seller, and thereafter neither party shall have any further obligation under this contract for the other. If the Purchasers give such written notice to the Seller of the obtaining of the financing, this contract shall no longer be conditioned upon or subject to the Purchasers obtaining financing. However, if written notice is given to the Seller by the Purchasers within such period that the Purchasers cannot obtain financing, the earnest money and down payment shall be refunded to the Purchasers by the Seller. The Purchasers agree to use their best efforts to obtain financing within the specified period of time. Until the Purchasers give written notice to the Seller that they have obtained such financing, all decorating decisions regarding the house referenced in the Contract shall be subject to approval by the Seller. This Contract will in no event be contingent upon the sale of the Purchasers' existing home, if the Purchasers presently own one, and if this shall be requirement of the lender, the Purchasers agree to forfeit earnest money and any downpayment money unless they are able to close on the date that is stated in this Contract.

7. The allowances will be:

Hardwood/Parquet	\$ _____ Sq. Ft. Installed
Carpet	\$ _____ Sq. Yd. Installed
Vinyl	\$ _____ Sq. Yd. Installed
Lighting	Cost of Fixture & Sales Taxes
Wallpaper	
Appliances	

Landscaping
Exterior Paint
Interior Paint

8. It is expressly agreed that this is NOT a CONTRACT FOR THE CONSTRUCTION OF A CUSTOM BUILT HOME. This property is owned by the Seller until Closing and construction of the proposed house will conform with "Spec House" requirements. SHOULD A DISPUTE ARISE, THE SELLER, IN SELLER'S SOLE JUDGMENT, MAY TERMINATE THIS CONTRACT BY NOTIFYING THE PURCHASER IN WRITING OF THE NATURE OF THE DISPUTE AND RETURNING THE EARNEST MONEY AND DOWN PAYMENT. In the event Seller terminates this Contract under this provision, there shall be no real estate commission paid. It is the intent of this provision that Purchaser waive any claim of specific performance against the Seller only in the event of termination of this agreement by Seller.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

RUD END (Initials)

9. This sale shall be closed by the law office of COURTNEY MASON & ASSOCIATES, P.C. Purchaser may bring their own attorney to closing, at Purchaser's sole expense, if Purchaser shall so desire.

10. Additional Provisions:

1. Subject to the sale and close of 1412 East Whirlaway, Odessa, AL. 35080,
2. Subject to approval of house plans.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

David L. Duffield
Purchaser

David L. Duffield
Purchaser

Donald H. H. H. H.
By: Donald H. H. H.
Seller

ADDENDUM "D"

The following items shall be included in the contract price but are not specifically detailed in the plans and specifications.

1. ROCK CLAUSE: OTHER ABNORMAL BUILDING SITE CONDITIONS: Rock excavation is not included in this contract. Should rock or other abnormal subsurface conditions be encountered on the building site in connection with foundation and footing excavation and/or installation of sewer lines, on-site sewage disposal systems, water lines, or other utility services, Purchasers agree to pay the additional costs of said installation.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

Ryan J. Duffell
Purchaser

Mr. Duffell
Purchaser

Patricia Duffell
By: Phonda Braxton V.P.
Seller

ADDENDUM "E"**AGREEMENT TO ARBITRATE**

The Seller and the Purchaser acknowledge that this Agreement necessarily involves interstate commerce by virtue of the materials and components contained in the Dwelling and each of the parties agrees to arbitrate any and all disputes arising under this Agreement, with the exception of disputes alleging criminal or statutory violations. The parties agree that the Arbitration will be binding and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The arbitrators will render a decision that the arbitrators agree to be fair; in doing so, the arbitrators are not required to apply legal principles. The arbitrators' decision will be final and binding upon both parties and a judgment on the decision may be entered in any court having jurisdiction. All administrative fees for the arbitration will be paid for by both parties equally. The parties further agree that any question as to the scope of this Agreement, will, to the extent permitted by law, be determined by the Arbitrators (including, but not limited to, issues of unfairness, capacity, waiver, unconscionability, arbitrability and so forth). The party seeking relief (the invoking party) has a duty to initiate the Arbitration process as specified herein. The parties further agree that should one party invoke Arbitration in accordance with this Agreement, the other party will bring to the Arbitration process any claim or counterclaim which it may have against the invoking party, whether deemed to be compulsory or permissive in law; and the failure to bring such claim or counterclaim will constitute a waiver of and a bar to the bringing of such claim or counterclaim in any subsequent Arbitration or legal action.

Except as limited herein above, the Purchaser and the Seller understand and agree that (1) EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (2) THAT PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDING IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM THE COURT PROCEEDINGS; (3) THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (4) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK VENUE OR MEDIATION WILL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

NEITHER PARTY WILL BE COMMITTED BY THE TERM OF THIS AGREEMENT TO ARBITRATE UNLESS BOTH PARTIES SIGN BELOW, IN WHICH EVENT BOTH PARTIES WILL BE COMMITTED.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on this the _____ day of _____, 20____.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

Reva J. Dunfield
Purchaser

W. R. [Signature]
Purchaser

Clayton Noyes Jr
By: *Clayton Noyes Jr*
Seller

EXHIBIT "1"

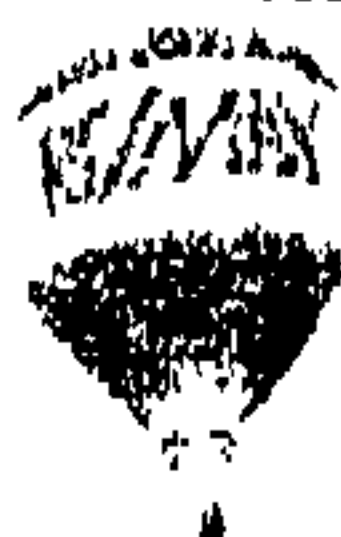
RECEIPT OF BUILDING QUALITY STANDARDS

Signature below evidences Purchaser has received the Building Quality Standards Section referenced in Paragraph 14 (B) and agrees to these standards in all aspects of this contract.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Ronald L. Dingle
Purchaser
Shirley Dingle
Purchaser



ADDENDUM F CONTINGENT SALE WITH BREAK CLAUSE

DATE 6-18-02

In reference to the sales contract between

Ernest W. & Rose L. Duffield

the Purchaser, and

Brantley & Norma, Inc.

the Seller, dated 6-18-02, covering the real property commonly known as:

Lot 228
Riverwood - Arto, 2

1. This contract is contingent upon the sale of the Purchaser's property located at:

1412 East Wheelway

(Address)

Okla. City

(City)

Ok.

(State)

35080

(Zip Code)

2. Seller shall have the right to continue to offer Seller's Property for sale. If Seller receives another acceptable written offer, Purchaser shall be granted 48 hours after notice to Purchaser or Purchaser's agent/transaction broker to remove the sale of property contingency. In the event Purchaser fails to remove this contingency by written notice to Seller or Seller's agent before the end of said period, this contract shall be terminated and all earnest money refunded to Purchaser immediately upon the execution of a mutual release form.

3. If Purchaser elects to remove the Sale of property contingency, in no event shall this contract be contingent upon the sale of Purchaser's property, even if this is a requirement of the lender. Accordingly, Purchaser's removal of the sale of property contingency shall also be deemed a removal of any financing contingency set forth in this contract.

4. In the event Purchaser elects to remove the sale of property contingency, Purchaser agrees to immediately pay additional earnest money of \$ 0 upon removal.

5. Other Conditions: Seller will not enter break clause prior to
October 22, 2002.

(Witness)

(Witness)

(Witness)

(Witness)

Ernest W. Duffield 6/18/02
(Purchaser) (Date)

Ernest W. Duffield 6/18/02
(Purchaser) (Date)

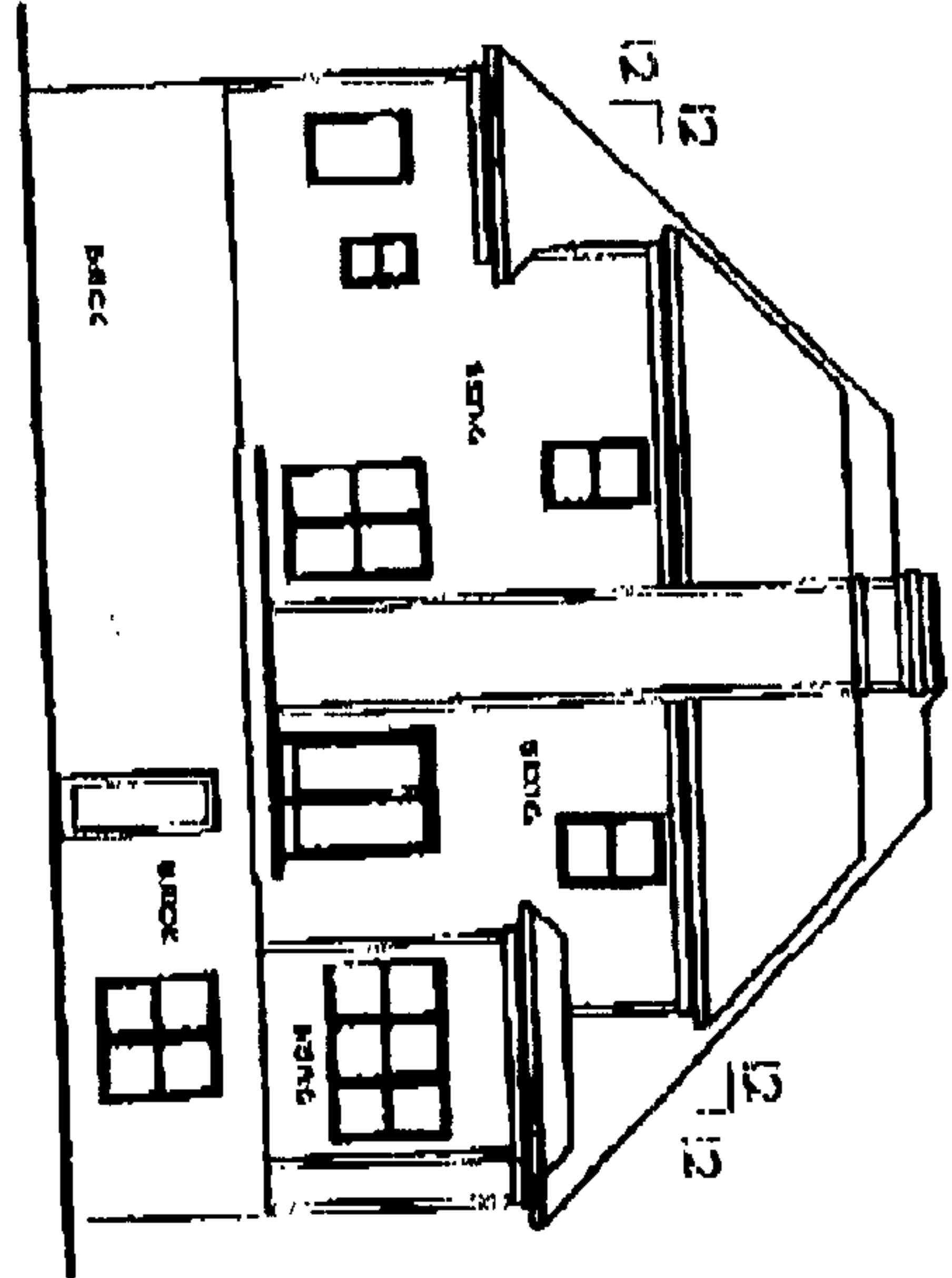
Brantley & Norma, Inc.
(Seller) (Date)

Ernest W. Duffield 6/18/02
(Seller) (Date)

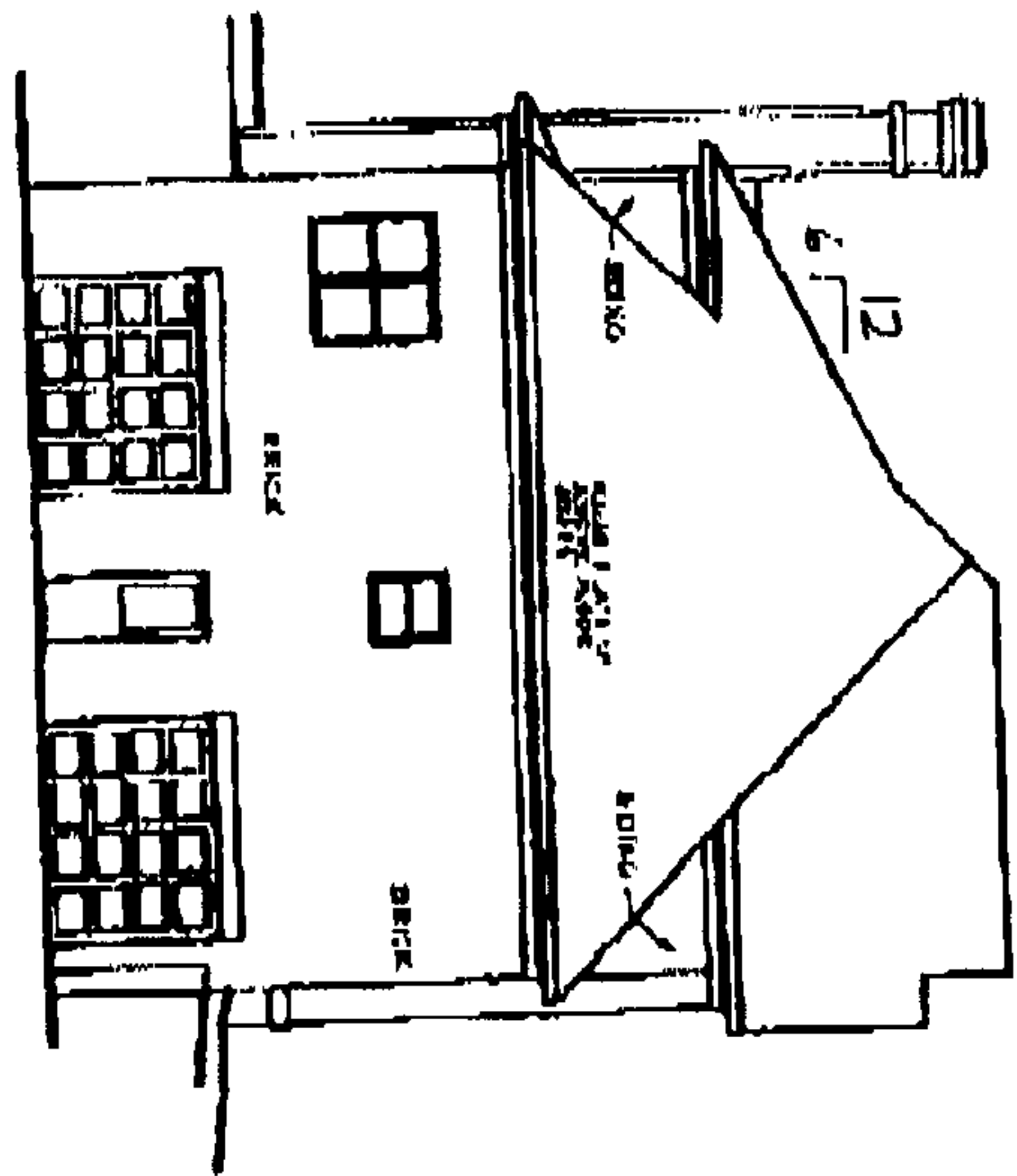
Deck Labor/Slab		\$	550.00						
Screen Porch Materials		\$	3,400.00						
Additional Deck Materials		\$	600.00						
Labor for Porches and Decks		\$	1,920.00						
Electrical Rough		\$	2,250.00		Includes 4 Recess				
Electrical Final		\$	2,250.00		Includes Microwave Hook-up				
Wire for security and Surround Sound		\$	240.00						
Arc Fault, Recess		\$	250.00						
Lighting		\$	1,500.00						
Plumbing	Chrome All Around	\$	9,850.00		17 fixtures				
	Includes Ice Maker Hook-Up	\$	-		Fiberglass Tubs and Showers				
	Includes 2 Sill Cocks	\$	-						
	Includes Disposal	\$	-						
	Corner Whirlpool	\$	1,050.00		Fiberglass with marble surround				
Waterline		\$	440.00						
Sewer Line		\$	975.00						
HVAC		\$	-						
	3 1/2 ton straight gas down	\$	3,850.00						
	2 1/2 ton straight gas up	\$	3,100.00						
	Venting for gas	\$	400.00						
Gas Fixture Lines		\$	400.00						
Ventless Gas w/logs		\$	770.00						
Insulation		\$	1,700.00						
Wallboard		\$	2,450.00						
Sheetrock Labor		\$	3,400.00						
Brick/Materials	240/mod 270/dressn	\$	8,599.00		240CCD.				
Mortar		\$	750.00						
Sand		\$	450.00						
Brick Labor		\$	5,400.00						
Angles		\$	200.00						
Mailbox		\$	250.00						
Gutters		\$	720.00						
Trim Materials		\$	3,350.00						
Trim Labor		\$	2,500.00		Foyer, decn, kitchen, powder, double in dining				
Cabinets		\$	6,099.00						
Labor to Install		\$	400.00						
Kitchen Tops		\$	440.00						

Tile Back Splash	31'	\$	465.00						
Cultured Marble	Vanities	\$	620.00						
Shelving/Mirrors/Glass		\$	1,100.00						
Appliances		\$	1,000.00						
Flooring	Hardwood 6.50/ft	\$	2,190.00						
	Steps	\$	400.00						
	Tile 7.50/ft	\$	4,150.00						
	Carpet 13/yd	\$	2,584.00						
	Vinyl	\$	-						
Paint		\$	5,800.00						
Driveway Labor		\$	1,200.00						
Concrete		\$	1,850.00						
Circular Drive		\$	3,500.00						
Landscape		\$	3,600.00						
Railings/Porch Steps		\$	600.00						
Retaining Walls		\$	2,950.00						
Cleaning		\$	1,200.00						
Dump Fees		\$	225.00						
Final Clean		\$	425.00						
Locks	Brushed Nickel	\$	325.00						
Punch-Out	Materials	\$	800.00						
Punch-Out	Labor	\$	1,200.00						
Attorney Fees		\$	250.00						
Title		\$	375.00						
Construction Loan Fees		\$	2,800.00						
Construction Loan Interest		\$	4,400.00						
Property Tax		\$	250.00						
Add-ons		\$	10,300.00						
Homebuyers 2-10 Structural Warranty		\$	810.00						
Total Builder Cost		\$	244,708.00						
Builder Fee (15%)		\$	36,703.20						
Total before commission		\$	281,414.20						
Commission Est.		\$	17,962.81						
Sales Price		\$	299,376.81						

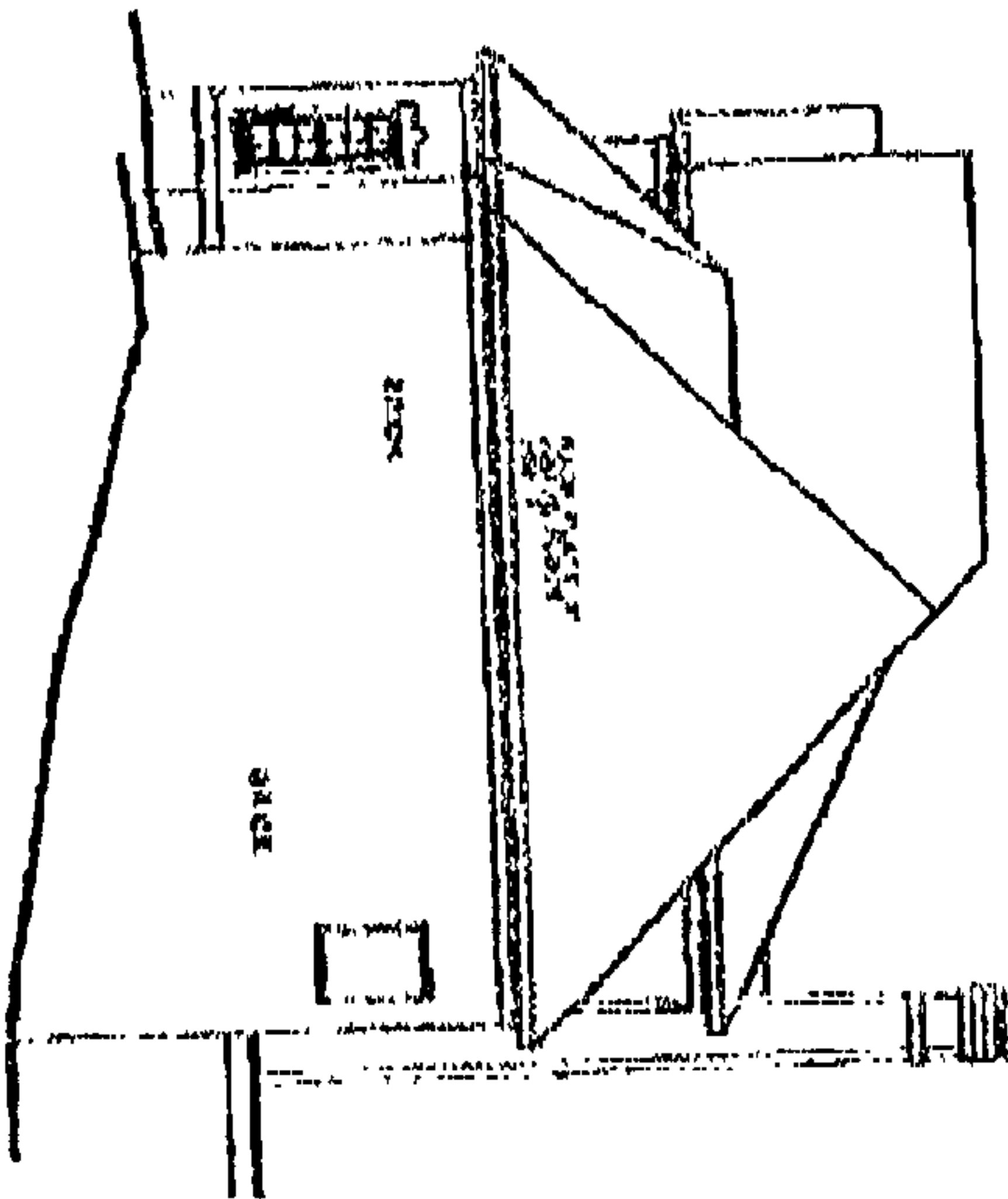
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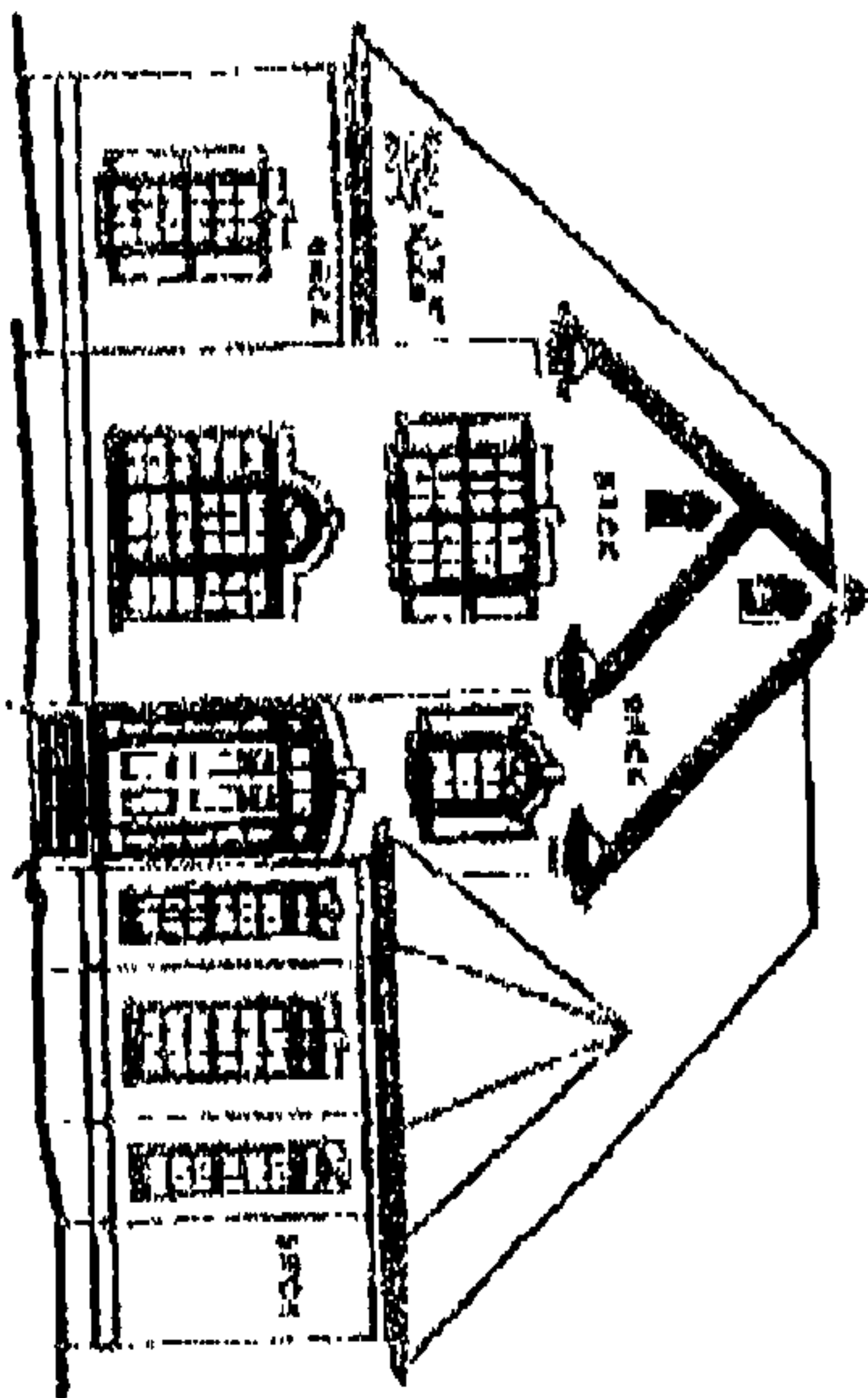
REAR ELEVATION



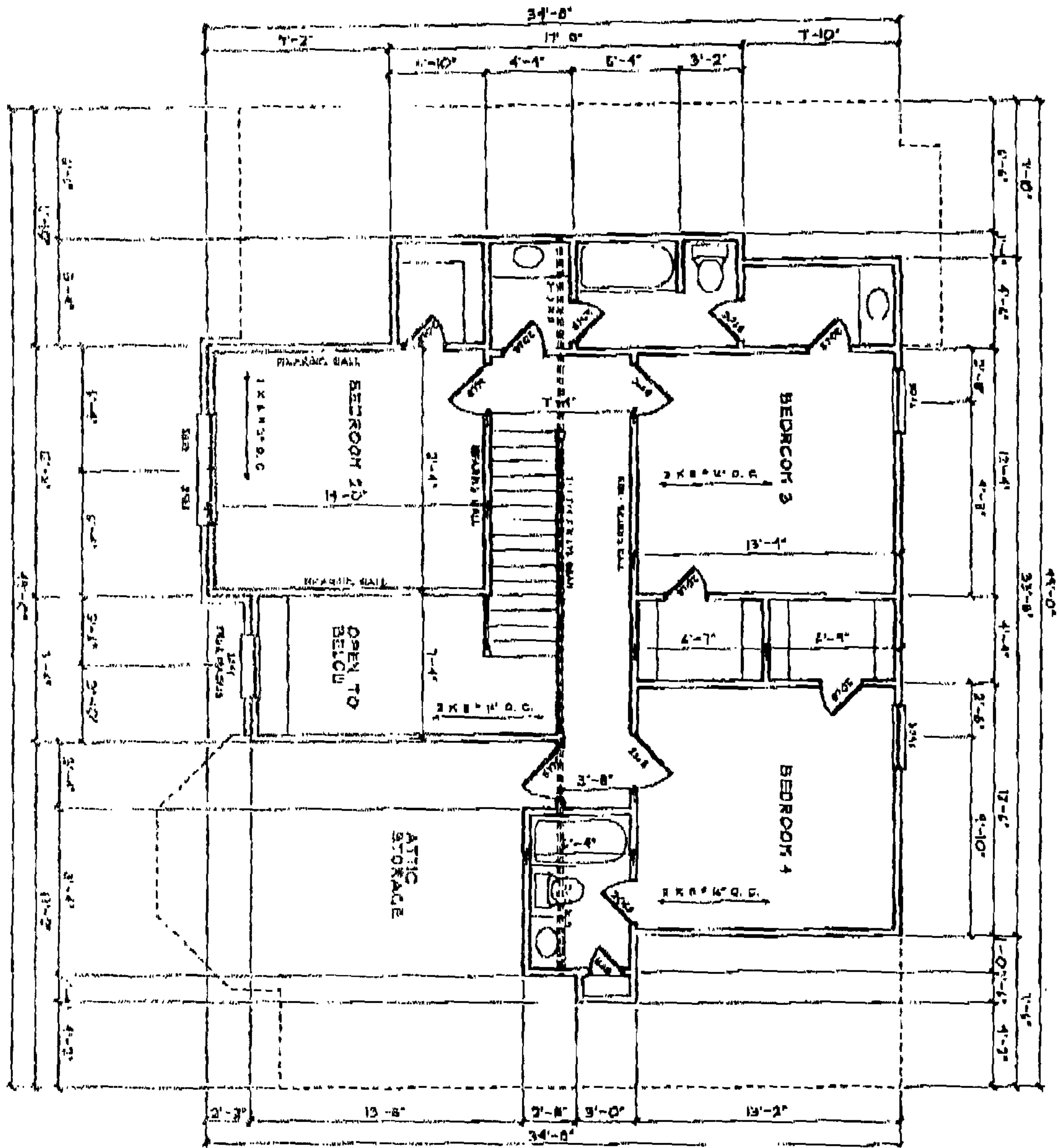
LEFT SIDE ELEVATION

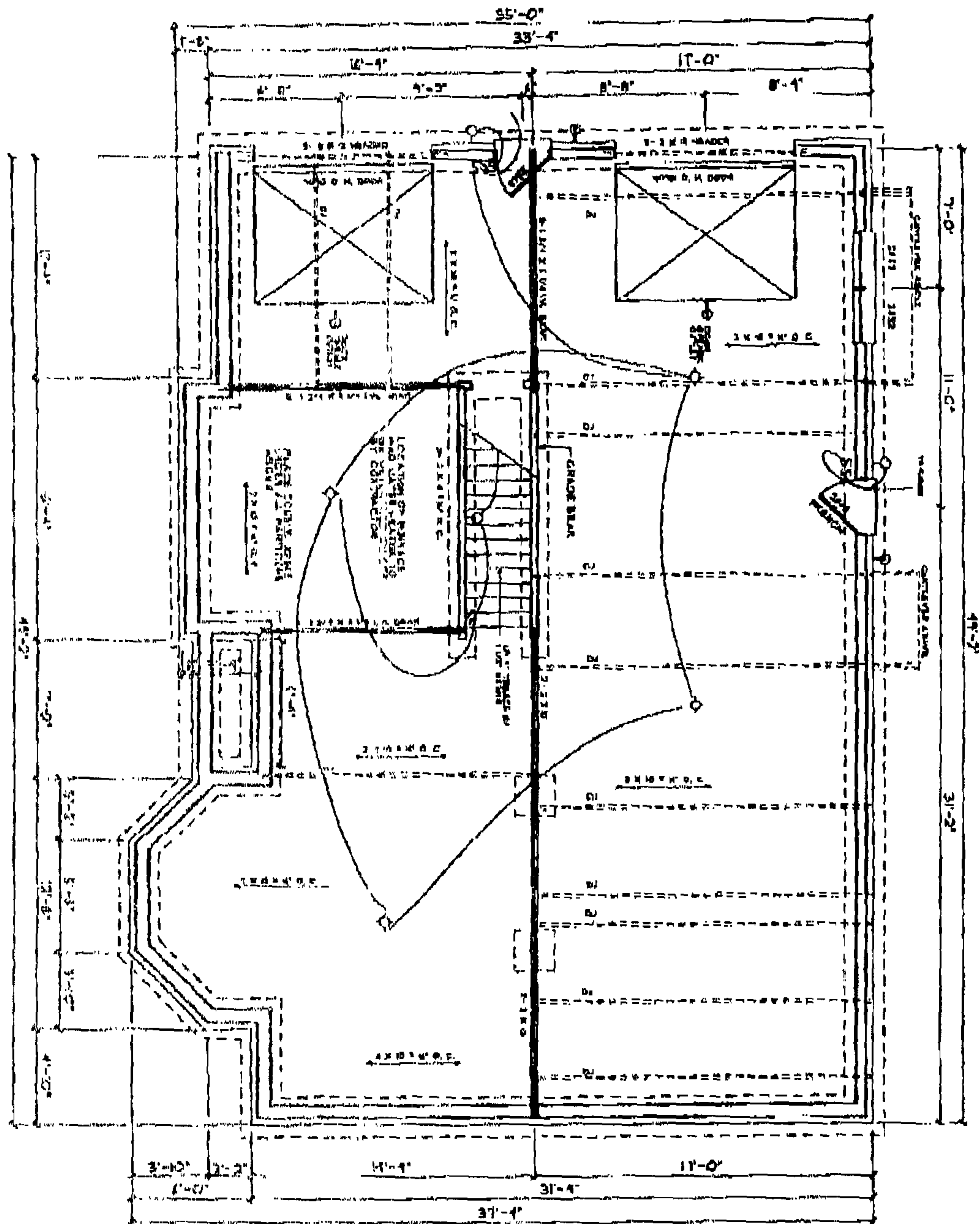


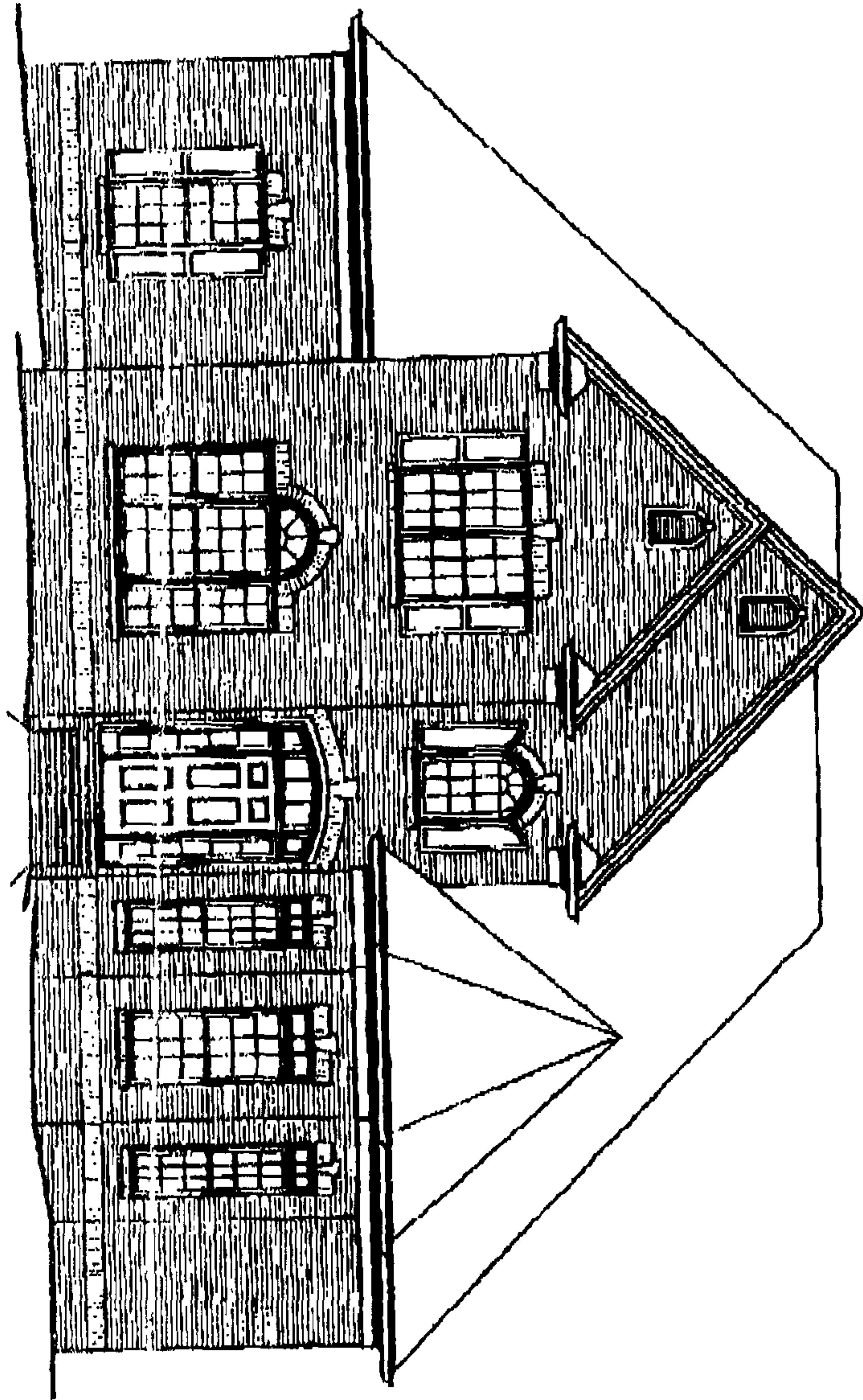
RIGHT SIDE ELEVATION



FRONT ELEVATION

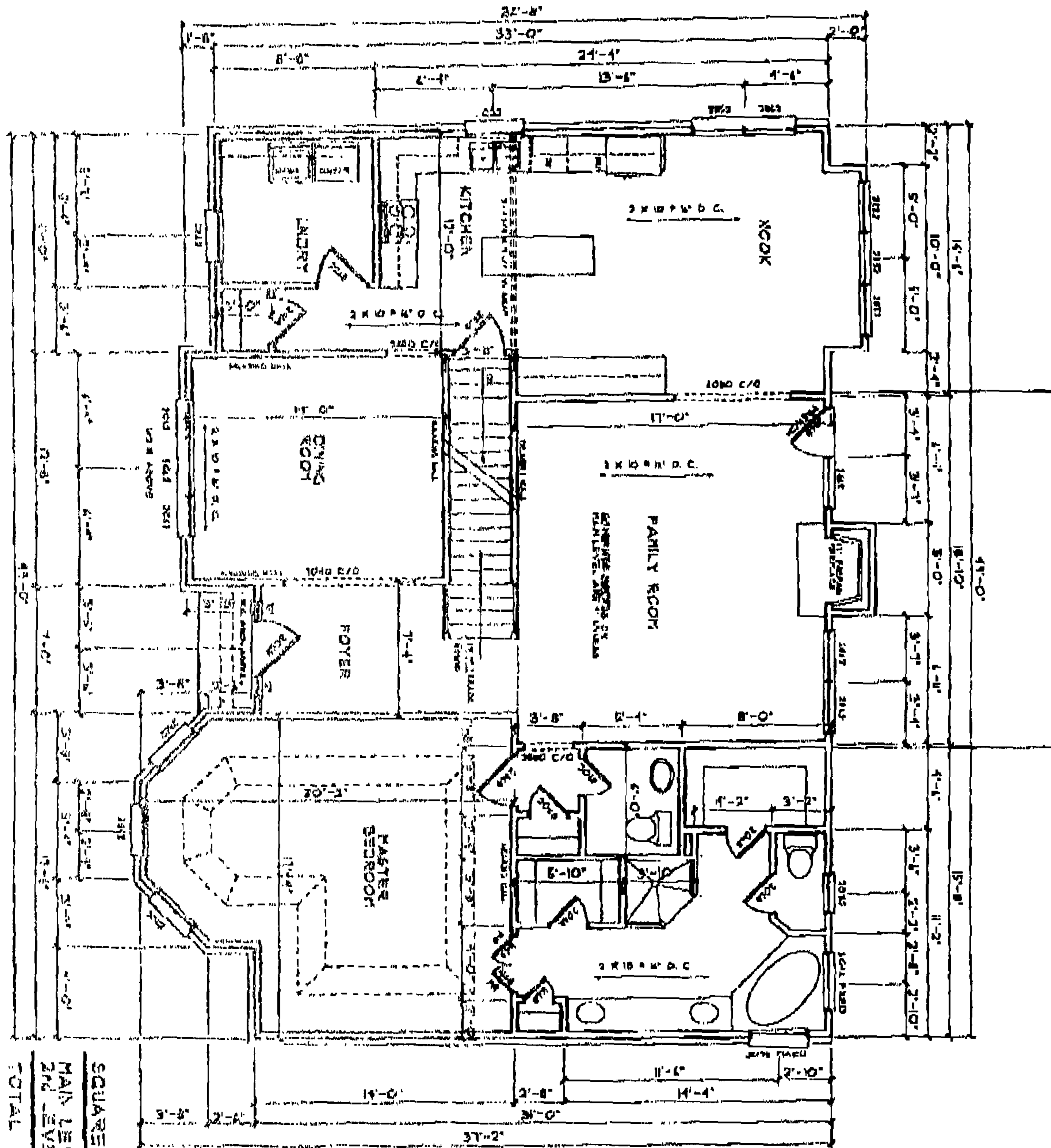






Rhonda: 1064-7540

20030618000381520 Pg 26/26 86.00
Shelby Cnty Judge of Probate,AL
06/18/2003 10:32:00 FILED/CERTIFIED



SQUARE FOOTAGE	
MAIN LEVEL	831
2ND LEVEL	836
TOTAL	1667