

516N(2)

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JOHNSON - RAST & HAYS

Birmingham, Alabama July 28, 1986

The Undersigned Purchaser(s) Barry K. & Sandra P. Cox hereby agrees to purchase and
The Undersigned Seller(s) _____ hereby agrees to sell the following

described Real Estate, together with all improvements, shrubbery, plantings, fixtures, and appurtenances, situated in _____
County, Alabama, on the terms stated below:

Address Lot # 4 B Bridgewater Road
Legal description: Lot 4 B Block _____ Survey Altadena Bend

Shelby County

The Purchase Price shall be \$ 170,750 BKC 179,200.00 BKC payable as follows: 171,400
Earnest Money, receipt of which is hereby acknowledged by the agent _____ \$ 3000.00 170,200.00 BKC
Cash on closing this sale _____ \$ 168,400.00 167,750 BKC

BKC

1) Contingent upon purchaser securing a conventional loan in the amount \$135,000 at the prevailing rate for 30 years. Seller to pay \$2000.00 toward purchaser closing costs.

BKC

2) Seller to provide an active Vermorel replacement bond in purchaser's name.

Any additional provisions set forth on the reverse side hereof, initialed by all parties, are hereby made a part of this contract.
The undersigned seller agrees to furnish the purchaser a standard form title insurance policy 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, unless herein excepted, 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 title expense of procuring the two policies will be divided equally between the seller and the purchaser.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present Residential zoning, and Not being located in a flood plain and subject to all covenants, restrictions and easements of record.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard insurance on the property, to protect all interests until this sale is closed and the deed delivered.

The sale shall be closed and the deed delivered on or before Sept 30, 1986, except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant; otherwise possession shall be delivered: 0 days after the deed. The Seller hereby authorizes JOHNSON-RAST & HAYS COMPANY _____ to hold earnest money in trust for the Seller pending the fulfillment of this contract.

In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money, as shown herein shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, and said earnest money so forfeited shall be divided equally between the Seller and his Agent.

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT and in this contract the seller agrees to pay JOHNSON-RAST & HAYS COMPANY _____ as their agents, a sales commission in the amount of,

5% for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by General warranty deed free of all encumbrances, except as hereinabove set out and Seller and purchaser agree that any encumbrances not herein excepted or assumed may be cleared at time of closing from sales proceeds.

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.

The Purchaser(s) and Seller(s) hereby agree and acknowledge:

That JOHNSON-RAST & HAYS COMPANY, INC. _____ (broker) and its agent(s) have made no warranties or representations either expressed or implied, regarding the said property, including, but not limited to size, area, condition, surrounding neighborhood, restrictions, easements, appurtenances thereto, fixtures, equipment or appliances thereon, and further have made no warranties or representations regarding the material or workmanship thereon and,

that the Purchaser(s) shall examine prior to closing said property, size, area, condition, the surrounding neighborhood, the improvements, fixtures, equipment and appliances thereon, and in executing this real estate contract have not relied upon any statement, warranties or representations made by the broker or its agent(s), and

that Purchaser(s) have the right and responsibility to inspect the roof and basement for leaks and/or water seepage before closing. The Purchaser(s) at Purchaser(s) expense shall have the right and responsibility to inspect all built-in appliances, heating and air conditioning systems, wiring, fixtures, plumbing, sewage systems, equipment, and improvements and all other aforementioned items, and identify the problems in writing, if any, prior to closing, and

that said broker and its agent(s) are not parties to this real estate contract and are not responsible for any representations, warranties, obligations or duties of the Seller(s) hereunder or which may arise out of or in connection herewith.

All conditions of this contract shall be satisfied before closing. After closing all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser(s). The Seller(s) make no warranties or representations and take no responsibility or liability after closing. JOHNSON-RAST & HAYS COMPANY, INC. _____ (broker) or its agent(s) make no warranties or representations and take no responsibility or liability at any time before or after closing.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements, not incorporated herein are void and of no force and effect.

Jacquie Bailey
WITNESS TO PURCHASER'S SIGNATURE

Barry K. Cox 7/28/86
PURCHASER

Jacquie Bailey
WITNESS TO SELLER'S SIGNATURE

[Signature]
SELLER

Receipt is hereby acknowledged of the earnest money ☐ CASH ☒ CHECK as herein above set forth
JOHNSON-RAST & HAYS COMPANY

By Jacquie Bailey

GENERAL CONTRACT

Barry K. Cox
213 Ameriquest Banking
2514



JOHNSON - RAST & HAYS

Birmingham, Alabama July 28, 1986

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This addendum is to be made part of contract dated July 28, 1986
 between the undersigned purchasers, Barry K and Sandra V. Cox
 and the undersigned sellers, _____
 on property Lot 4B Bridgewater Rd Shelby AL
 (ADDRESS) (COUNTY) (STATE)
 Legal description: Lot 4B Block _____

Map Book _____ . PG. _____

- 1) Wall paper to be installed at builders cost but within builder's allowance in the following rooms: (Allowance to be \$10.00 p/roll except den to be \$20.00 p/roll. ~~DR~~) kitchen above chairrail, Den above chairrail, DR above chairrail, all baths.
- 2) Oak hardwood floors in LR, DR, and foyer.
- 3) Carpet to be in hallway to m. BR and on foyer stairs.
- 4) Wet bar to be in den ~~in back wall~~. To have cabinets, sink, cultured marble top, mirrors around inside, & upper cabinets.
- 5) Air conditioning to be 3 Tons down stairs and 2 Tons up.
- 6) Carpet 12⁰⁰ p/roll installed (Den, Master BR & all 7 upstairs bedrooms).
- 7) Appliance allowance - \$1800 -
- 8) Baths - cultured marble vanities in all baths, ceramic tile floors, Master to have marble whirlpool tub & shower.

The Purchaser(s) and Seller(s) hereby agree and acknowledge: BKE MY BKE BKE See Back

That JOHNSON-RAST & HAYS COMPANY, INC. _____ (broker) and its agent(s) have made no warranties or representations either expressed or implied, regarding the said property, including, but not limited to size, area, condition, surrounding neighborhood, restrictions, easements, appurtenances thereto, fixtures, equipment or appliances thereon, and further have made no warranties or representations regarding the material or workmanship thereon and,

that the Purchaser(s) shall examine prior to closing said property, size, area, condition, the surrounding neighborhood, the improvements, fixtures, equipment and appliances thereon, and in executing this real estate contract have not relied upon any statement, warranties or representations made by the broker or its agent(s), and

that Purchaser(s) have the right and responsibility to inspect the roof and basement for leaks and/or water seepage before closing. The Purchaser(s) at Purchaser(s) expense shall have the right and responsibility to inspect all built-in appliances, heating and air conditioning systems, wiring, fixtures, plumbing, sewage systems, equipment, and improvements and all other aforementioned items, and identify the problems in writing, if any, prior to closing, and

that said broker and its agent(s) are not parties to this real estate contract and are not responsible for any representations, warranties, obligations or duties of the Seller(s) hereunder or which may arise out of or in connection herewith.

All conditions of this contract shall be satisfied before closing. After closing all conditions of the property, as well as any aforementioned items and systems are the responsibility of the Purchaser(s). The Seller(s) make no warranties or representations and take no responsibility or liability

after closing. JOHNSON-RAST & HAYS COMPANY, INC. _____ (broker) or its agent(s) make no warranties or representations and take no responsibility or liability at any time before or after closing.

Jacquie Bailey
 WITNESS

Barry K Cox 7/28/86
 PURCHASER (DATE)

WITNESS

PURCHASER (DATE)

Jacquie Bailey
 WITNESS

[Signature]
 SELLER (DATE)

WITNESS

SELLER (DATE)

ADDENDUM TO:

FHA/EQUITY CONTRACT/GENERAL CONTRACT

FR

- 9) Kitchen to have raised panel oak cabinets
- 10) Den to be panelled wainscot height in den and stained.
- 11) Deck to be 12 x 20 treated pine and builder to install roof above, as same design as existing roof (meaning same colored roof shingles). Electrical wiring to be installed for ceiling fan
- 12) Modular shelving in closets and pantry area.
- 13) Stainless steel sink in kitchen. Builder to install wiring & switch only for disposal in kitchen.
- 14) Beveled mirrors in ~~master bath~~ ^{BKC} and half bath.
- 15) Master bath to have vanity area
- 16) ~~Builder will install sliding screen door at his cost, but purchaser will pay ^{this} over.~~
~~Builder to install double sliding screen door at door.~~
- 17) Mantel to be finished ~~only~~ mantel in den to match panelling
- 18) ~~Builder to install phone jacks (3) in upstairs bedrooms.~~
- 19) ~~Builder to install double window~~ ^{BKC}
- 19) Builder to move LR wall 1 foot into existing closet.
- 20) Builder to install ~~pull down~~ ^{Attic Hatch} ~~ladder~~ ^{BKC} in back (upstairs)
- 21) All bath & kitchen sinks, ^{to have single lever or contact} (Delta or equal)
- 22) Builder to install screens on all windows.
- 23) Heating system to be gas.
- 24) Attorney's sales closing fee to be divided equally between purchaser & seller.
- 25) ~~Contract contingent upon purchaser's approval of appliances, carpet, ^(wall) wall paper, & light fixtures~~
~~allowances given by builder. This contingency must be removed within 48 hours after acceptance of contract.~~
- 26) Laundry room flooring - vinyl
- 27) half bath flooring - Carpet
- 27) Landscaping allowance \$2000⁰⁰ ff.
- 28) 2 exterior spot lights ff.
- 29) Roof to have gutters and down spouts front & back. ff.
- 30) Light fixture allowance to be \$1500 ff.
- 31) BUILDER TO INSTALL 12'x16' DECK. ^{BKC}
- 32) BUILDER TO INSTALL BI-FOLD DOORS IN MASTER BATH & CLOSET. ^{BKC}
- 33) BUILDER TO INSTALL UP-GRADED APPLIANCES PER ATTACHED LIST. ^{BKC}
- Jacque Bailey
- Witness
- Berry K. Coyle 7/27/86
- Purchaser
- Her

Jacque Bailey

APPLIANCE - LOT 415 BRIDGEWATER RD.

JEN - AIR 301 -

" " 142 -

GEN. ELEC. GSD 1100 -

WHIRLPOOL 8000 -

JEN - AIR A105 - (2 EA)

GEN. ELEC. GFC 1000 -

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Bany K Cox
[Signature]

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 OCT -1 PM 4:21

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u> </u>
2. Mtg. Tax	<u> </u>
3. Recording Fee	<u>10.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>11.00</u>