

Lawyers Title Insurance Corporation

Birmingham, Alabama 10-23-1986

The Undersigned Purchaser(s) CHARLES GIVIANPOUR hereby agrees to purchase and
The Undersigned Seller(s) U.S.X. REALTY DEVELOPMENT DIVISION hereby agrees to sell
the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of
County of SHELBY, Alabama, on the terms stated below:

Address _____
and legally described as Lot 67 Block _____ Survey According to the preliminary plan
of HEATHERWOOD, FOURTH SECTOR, FIRST ADDITION, located in Section 9, Township 19 South,
Range 2 West, Shelby County, Alabama. Map Book _____ Page _____

1. THE PURCHASE PRICE: shall be \$ 125,000.00, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent.....\$ 2,500.00
Cash on closing this sale.....\$ 62,500.00
Total Price of Lot.....\$ 65,000.00
Escrow Deposit for Club Membership.....\$ 1,134.00

Real
197-917

Approval of residence plans by the architectural committee prior to beginning construction.
Minimum square foot living area is to be 3,000 square feet on one level, 1800 square feet on the
first floor of a 1½ story dwelling, 1600 square feet on each level of a two story dwelling.
Approval for the installation of a septic system, from the Shelby County Health Department, shall
be accomplished prior to closing. This sale is contingent upon the seller, at its own expense,
installing paved streets with valley type gutters, gas and water mains, and underground power to
service this lot. Minerals and mining rights excepted, together with all privileges and
immunities relating thereto, including release of damages. Seller to post bond for remaining
improvements after storm drainage, water and gas mains are installed, so that purchaser who so
desires may begin construction of residence prior to completion of street improvements. (OVER)

2. TITLE INSURANCE: The 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 the 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 total expense of procuring the two policies will be divided equally between the Seller and the Purchaser provided the mortgagee is
not the Seller. Said property is sold and is to be conveyed subject to any mineral and mining rights owned by the undersigned Seller and subject
to present zoning classification, R-2, and NOT located in a flood plain.

3. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, 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.

4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 180 days or when improvements
except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession is
to be given on delivery of the deed, if the property is then vacant; otherwise possession shall be delivered IMMEDIATELY

5. CONVEYANCE: 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 the time of closing from sales proceeds.

6. 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 EMMETT CLOUD REALTY
10% of the total purchase price for negotiating this sale. as Agent, a sales commission in the amount of

7. CONDITION OF PROPERTY: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable
condition at the time of closing. It shall be the responsibility of the Purchaser, at Purchaser's expense, to satisfy himself that all conditions of this
contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility
of the Purchaser. THE AGENT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF SUBJECT
PROPERTY.

8. SELLER WARRANTS that he has not received notification from any lawful authority regarding any assessments, pending public improvements,
repairs, replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness
on the subject property except as described in this contract. These warranties shall survive the delivery of the above deed.

9. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the listing Agent, EMMETT CLOUD REALTY COMPANY,
to hold the 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 shall be forfeited as liquidated damages at the option of the Seller, provided the Seller agrees
to the cancellation of this contract. Said earnest money so forfeited shall be divided equally between the Seller and his Agent.

10. ADDITIONAL PROVISIONS set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states
the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any
agreements not incorporated herein are void and of no force and effect.

[Signature]
THESE TO PURCHASER'S SIGNATURE(S)

[Signature]
PURCHASER REALT

[Signature]
PURCHASER REALT

[Signature]
SELLER
Project Manager-Southeast
U.S.X. Realty Development Division REALT

SELLER
☐ CASH ☐ CHECK REALT

[Signature]
THESE TO SELLER'S SIGNATURE(S)
Receipt is hereby acknowledged of the earnest money as hereinabove set forth

[Signature]
M

EMMETT CLOUD REALTY TO HAVE EXCLUSIVE RIGHT TO SELL
THE RESIDENCE THAT IS TO BE CONSTRUCTED ON THIS LOT
AT 5% OF THE IMPROVEMENT COST. SAID EXCLUSIVE RIGHT
TO SELL IS TO BEGIN AT EXCAVATION & CONTINUE UNTIL
90 DAYS AFTER COMPLETION. SHOULD PURCHASER OBTAIN
A PRESELL TRANSACTION WITH NO ASSISTANCE FROM
EMMETT CLOUD REALTY, NO COMMISSION IS DUE EMMETT
CLOUD REALTY. CSC

BOOK 238 PAGE 755

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

89 MAY 16 PM 1:55

Thomas A. Saunders Jr.
JUDGE OF PROBATE

REAL BK-
1. Deed Tax \$ 197-917
2. Mtg. Tax 500
3. Recording Fee 200
4. Indexing Fee 700
TOTAL 700

ACT 248 2005 1009