

GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by:
Birmingham Association of REALTORS®
October 30, 1991 (Previous forms obsolete)

THIS FORM IS FURNISHED BY

ALABAMA TITLE CO., INC.
BIRMINGHAM, ALABAMA

Birmingham, Alabama

February 8, 1994

The undersigned Purchaser(s) Michael and Michelle D'Ambra hereby agrees to purchase and the

undersigned Seller(s) Brookland Corp. & Al H. Ashtarani hereby agrees to sell the following described real estate,

together with all improvements, shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of _____
County of Shelby, Alabama, on the terms stated below:

Address St. Charles Place
and legally described as Lot 3 Block _____ Survey _____ Map Book _____ Page _____
St. Charles at Greystone

1. **THE PURCHASE PRICE** shall be \$ 735,000.00, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent XXXX Sellers \$ 1.00
Cash on closing this sale \$ 734,999.00

It is agreed that Seller presently has subject property under construction and that Purchaser desires to purchase same when completed. Seller and Buyer agree that completion of construction will be as enumerated in the attached Addendum described as Exhibit "A" and as per existing plans furnished by Seller and incorporated herein. Seller warrants that all construction will meet or exceed all existing county and municipal building codes and the Southern Building Code. Any and all changes to the agreed upon plans and specifications to be in writing. Purchaser to advance additional funds to Seller under a first mortgage note and mortgage on subject property. Funds to be advance by Purchaser as follows: \$135,000.00 upon execution of this contract and \$80,000.00 on the 8th day of March, April, May, June and July. Monthly advancement to be made upon Seller's written request and certification that work is progressing. Said loan to be paid or credited upon closing and bear no interest prior to 9-1-94.

2. **AGENCY DISCLOSURE:** The listing Agency, _____, represents Seller
(unless otherwise stated), and the selling Agency, _____, represents ☐ Seller
☐ Purchaser.

Purchaser Initials

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Seller Initials

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3. **EARNEST MONEY & PURCHASER'S DEFAULT:** Seller hereby ~~authorizes the listing Agency~~ XXXXXXX agrees 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, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. Said earnest money so forfeited shall be divided equally between Seller and Seller's 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. **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 8 below; 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 though the mortgagee is the Seller.

5. **SURVEY:** Purchaser ☒ DOES ☐ DOES NOT (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense. (NOTE: Lender may require a survey).

6. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. **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.**

7. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before 8-1-94 except 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 given on delivery of the deed, if the Property is then vacant; otherwise, possession shall be delivered on 8-1 19 94, at 5:00 (A.M.) (P.M.) NOTE: If Purchaser is to be given possession prior to closing, or if Seller is to remain in possession after closing, it is recommended that the parties enter into a written occupancy agreement.

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

2313 Cahaba Rd.
Mountain Brook, AL 35223

Inst # 1994-24402

Inst # 1994-24402
Page _____
08/04/1994-24402
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MCD

8. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by general warranty deed (check here ☒ if Purchasers desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. **THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, residential, AND IS ☐ IS NOT ☒ LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.**

9. **CONDITION OF PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN.** Purchaser has the obligation to determine any and all conditions of the Property material to Purchaser's decision to buy the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances, and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; subsurface conditions, including radon and other potentially hazardous gases; and any matters affecting the character of the neighborhood. Purchaser shall have the opportunity to determine the condition of the Property in accordance with "A", "B", or "C" below, as selected by the parties. **NOTE: LENDERS OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE INSPECTION AND SEPTIC TANK INSPECTION. PURCHASER'S INSPECTIONS SHOULD INCLUDE SUCH MATTERS IN ANY EVENT.**

Seller agrees to issue to purchaser a one year builders warranty.

SELECT EITHER "A" OR "B" OR "C" BELOW BY INITIALING - CHOICE MUST BE INITIALED BY BOTH PARTIES TO BE PART OF THIS CONTRACT.

A. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser 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."

9A.

Purchaser Initials

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Seller Initials

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B. Purchaser has inspected the Property, either personally or through others of Purchaser's choosing, and, without relying on any representation or warranty from Seller or Broker or any salesperson or any printed or written description of the Property, accepts the Property in its present "as is" condition, including ordinary 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 appliances in normal operating condition at the time of closing; and (iii) perform the following _____

9B.

Purchaser Initials

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Seller Initials

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REPAIRS REQUIRED OF SELLER UNDER PARAGRAPH (B) SHALL NOT EXCEED \$ _____ If such repairs exceed this amount and Seller refuses to pay the excess, Purchaser may pay the excess or (if not prohibited by Purchaser's Lender) accept the Property with the limited repairs or accept the specified ceiling amount at closing as a reduction of the purchase price, and this sale shall be closed as scheduled, or Purchaser may cancel this Contract by notifying Seller in writing within _____ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

C. Purchaser requires additional inspections of the Property at Purchaser'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 condition, and provide to Seller a copy of the inspector's written report, all within _____ days of this Contract. Seller shall notify Purchaser in writing within _____ days of receipt of such notice whether Seller will correct the defect prior to Closing. If Seller is unable or unwilling to correct the defect, Seller shall not be obligated to do so, but Purchaser shall then have the option of cancelling this Contract and recovering the earnest money by notifying Seller in writing within _____ hours of receipt of Seller's written refusal to correct the defect. Purchaser's failure to notify Seller of any defect or Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property "as is", including ordinary wear and tear to the closing."

9C.

Purchaser Initials

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Seller Initials

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*NOTE: "Ordinary wear and tear," as used in "A" and "C" above, shall not be deemed to include material failure of the heating, cooling, plumbing and electrical system or built-in appliances. If such a system or appliance suffers material failure after acceptance under "A" or "C" above but prior to closing and Seller refuses to pay for any repairs reasonably required to restore it to an operating condition at least as good as previously existing, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation promptly after Purchaser's receipt of Seller's notice of refusal to pay for such repairs; provided that notice of cancellation must, in any event, be received prior to closing.

Purchaser has the right and the 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 conditions of the property are the responsibility of Purchaser.

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied 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) 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, 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; or (viii) 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.

Purchaser Initials

Seller Initials

11. **SELLER WARRANTIES** 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.

12. **FIRE/SMOKE DETECTORS:** Purchaser shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances or regulations concerning 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 Alabama Department of Insurance (Fire Marshal Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential occupancies."

13. **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 Seller is unable to restore it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract and recovering the earnest money or accepting the Property in its damaged condition, provided that notice of cancellation must be received prior to closing. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

14. **SELECTION OF ATTORNEY:** If they have agreed to share the fees of a closing attorney hereunder, 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 represented at all times in connection with this Contract and the closing by an attorney of their own choosing, at their own expense. Closing attorney fee to be divided equally.

15. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Purchaser; shall not add to the value of 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).

16. **ADDITIONAL PROVISIONS** set forth on the attached addendum A and signed by all parties are hereby made a part of this Contract.

17. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supercedes 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 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.

WA Hollenbach
Witness to Purchaser's Signature(s)

Michael D'Ambra 2/8/94
Purchaser
Michelle D'Ambra (DATE)
Purchaser 2/8/94

WA Hollenbach
Witness to Seller's Signature(s)

Brookland Corporation (DATE)
BY: Al H. Ashtarani PRESIDENT 2/8/94
Seller Its (DATE)
Al H. Ashtarani 2/8/94
Al H. Ashtarani, Seller

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein above set forth ☐ Cash ☒ Check

AGENCY _____ **BY** _____ **(DATE)** _____

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE SELLER/PURCHASER. In this contract, Seller/Purchaser agrees to pay _____, as Agent, a commission in the amount of _____ of the total purchase price.

N/A
Seller/Purchaser (Date) Seller/Purchaser (Date)

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EXHIBIT "A"

LOT 3 - ST. CHARLES AT GREYSTONE

DRIVIT Two (2) coats of mesh, glass finish and final sand finish. See elevation plan.

HVAC Trane high efficiency 12 SER - 4 units (14.5 tons)

ELECTRICAL 400 AMP and see floor plan.

PLUMBING All copper water lines; cast iron, baths (up); master bath, water closet and bidet - one (1) piece Kohler - all others elongated - color to be selected by buyer. Cultured marble free standing sink for powder room to be selected by buyer.

FLOORING \$30 sq. yd - can be either marble, hardwood, carpeting, or tile - to be selected by buyer. Labor and material. To all finished heated areas.

SHEET ROCK 1) Basement ceiling is to be standard suspended ceiling and all walls to be standard 1/2" sheet rock finished smooth.
2) All walls and ceilings first and second floor are to be standard 1/2" sheet rock finished smooth.

TRIM & STAIRS To be approved by buyer.

APPLIANCES Buyer to select --
Kitchen Aid - Refrigerator - Model KSSS48DWX - 48" with ice and water dispenser
Thermador - six (6) burner w/grill (gas) cook top
Kitchen Aid - Top of line double oven
Kitchen Aid - Top of line microwave
Kitchen Aid - Ice maker Model KU1S185S
Kitchen Aid - Instant hot water dispenser KHWS160V
Kitchen Aid - Top of line dishwasher
Kitchen Aid - Trash compactor - KUCS181T
(2) Kitchen Aid - Food waste disposers - KCDS250X (one for regular sink and one for vegetable sink)

CABINETS & TOPS Design and color to be approved by buyer. Perfection Woodworking or comparable -- Bookshelves - library; Cabinets - kitchen/laundry room/ great room (up and down) and wet bar (up and down), master bedroom and bathroom plus all other bathrooms. Powder room off foyer may have free-standing sink. Kitchen counter top and island to be granite. Master bath area to have additional closets - check with buyer on height of cabinets in bathrooms. *ALLOWANCE of \$20,000 - does not include bath room counter tops*

A.A

Handwritten signature

CLEAN-UP

All areas inside and outside.

FIREPLACE

Finish - marble in both great rooms. Design and color to be selected by buyer. Remote control in master bedroom and kitchen. Check fireplace in kitchen -- seems to be damaged. If damaged, needs to be repaired or replaced. Fireplace finish in kitchen and bedroom to be surround tile to coordinate with tile in rooms.

INSULATION

11 on walls, 2 x 6 - 19, 2 x 14 - 11. Attic 38 ~~2~~ ¹ on knee walls. Powder room and master bath extra insulation.

**LIGHTING
FIXTURES**

To be selected by buyer -- Budget of \$10,000.00 to include can for recessed lights and finish, light fixtures and ceiling fans.

**FRONT
PORCH**

18,2000
Interlocking pavers or stamped concrete. Allowance \$4.50 per foot. Labor and material. As per specs & house plans -- columns, etc.

CONCRETE

** Builders Responsibility*
Wherever Bomanite stamping is used buyer will pay difference between concrete cost (\$1.00) and cost of stamping.
(Drive and Basement Patio) concrete drive with Bomanite stamped brick pattern to border each twelve (12) foot section; finished and sealed. Drive to have a 2" to 4" stone base to level. 3000 - 4" concrete with fiber mesh throughout. Drive to be eleven (11) feet wide with thirty (30) foot turn-around areas. Four (4) foot wide walk. Owner pays for extras, such as stamped concrete or pavers on driveway. * Three (3) foot retaining wall around back with same finish as house. Parking pad in front and sides of house where garages are. Same as grade design. Lower patio to extend beyond stairs coming down from upper patio. Size Approx 500 Square Feet to follow existing stairs.
PVC to be put under driveway to accommodate electrical wiring for lighting of driveway. PVC to be put under patio to accommodate electrical wiring for backyard. Wire to come from house through PVC under front driveway and under back patio. Light switches located in the house to accommodate outside lighting.

GARAGE DOORS

Three (3) garage doors (steel - drivet texture).

OPENER

Three (3) door openers (6 remotes).

**JACUZZI/
SHOWERS**

All counter tops for bath and shower, walls, ceiling and base areas to be cultured marble, either tile or

A-A

[Signature]

sheet form. To be selected by buyer.

**MIRROR &
SHOWER DOOR**

Mirrors to be beveled and to extend width of vanities and surround jacuzzi. Shower door - \$400.00 allowance. Decorative mirror for powder room by owner.

VAC SYSTEM

Two (2) systems - most powerful unit for household use with all attachments and electric brush for each unit.

MISC.

Deck off great room and kitchen to be extended in tiered fashion - to be designed by buyer and builder. Builder to design and buyer will approve plans and construction of additional deck extension at ~~\$5.00 square foot~~ ^{Builder's cost}. Columns to be finished in drivet to match house. Tops of columns to be finished as per builder's drawing.

Copper Flashing - Seamless aluminum gutters and down spouts.

Basement Level, excluding ceiling height and materials, to be finished in the same manner as upper levels - great room, bedroom and sitting room, bath, closet, hallways and cedar closet to be finished. Cedar closet to be approximately 6 foot wide and length of area buyer and builder have selected as cedar closet area. Cedar to be on walls and ceiling. Door to enter from hall. Plywood shelving in storage area with door added from garage (one wall).

Builder will change walls (move walls) now at no additional charge. Master bedroom closet (men's) and laundry room - open arch to extend laundry and sewing area. Builder will add additional closet space in master bath area. His closet in master bath to be approximately 12" smaller to allow additional room for bidet.

Front staircase railing to be selected by buyer; also railing in foyer if deemed necessary. Arch in foyer to be filled in (to be decided). Basement Stairway: oak railing, yellow pine with carpet for treat and riser. Picks: N.A.

Main level great room - Above circled area to be finished according to discussions with buyer and builder.

Buyer will help design kitchen. Kitchen to be extended the length of room.

*** Main stair ^{way} ~~and~~
minimum material +
workmanship as lot
#15 Drystone. **
(Bueno House)*

A-A

*JTB
MJD*

Master bedroom - built-in along wall which backs up to ladies closet.

Master bath area (wall that backs up to his closet) will have built-ins to accommodate shoes and sweaters (as discussed between buyer and builder). Closet also added on right wall of master bath.

Laundry room to have built in sink and extension to have built in sewing area. Wall-unit ironing board in laundry area.

**INTERIOR
SECURITY
SYSTEM**

System to include all exterior doors and windows throughout. Mose or an equal system.

- 1) Motion detector basement
- 2) Motion detector first floor
- 3) Smoke Detectors
- 4) Display panels -- three (3) panels

INTERCOM

Throughout three (3) levels. Main unit in kitchen or owners choice.

SHELVING

(closets) Buyer to be in on design. Allowance - \$1,500.00.

LANDSCAPING

Buyer to be in on landscaping design. Walls and sprinkle system to stay within budget of \$25,000.00. Buyer to approve selection and source.

**ROD IRON
RAILING**

(outside) Buyer to approve (\$1,800.00).

**LOCK &
WINDOW LASH &
BATH
ACCESSORIES**

Buyer to select and stay within allowance of \$2,500.00.

**WALLPAPER
(L & M)**

Buyer to select - to stay within budget of \$3,000.00 (labor & materials).

PAINT

Buyer to select colors and approve finish. No eggshell for walls and ceilings.

**PARADE OF
HOMES**

Buyer will allow house to be shown in Parade of Homes. Buyer to receive all discounts.

Builder assumes responsibility for any damage from Parade of Homes to interior or exterior of house and property including landscaping. Seller warrants that subject property will be restored to new condition (if necessary) and to the approval of the

A-A

buyer after Parade of Homes showing.

Approximate Square Foot --	7,344	-	1st and 2nd heated & AC
	<u>1,400</u>	-	Basement heated & AC
Approximate Total	8,744	-	Heat and AC

Construct house in same manner as you would upper bracket home.

No real estate fees will be paid by the buyer.

Builder must adhere to all Greystone covenants.

A-A

[Handwritten signature]
[Handwritten initials]

INTERIOR DOORS/TRIM:
+ Stairs

- 1.) All interior doors 1st floor, 2nd floor, basement are to be six panel masonite doors.
- 2.) All door & window casing for 1st & 2nd floor are to be AM1465 or EQUALL (How moulding)
- 3.) All door & window casing for basement are to be AM 444 (Action Moulding) or Equall.
- 4.) All base boards for 1st & 2nd floor are to be AM 665 or equall.
- 5.) All base board for basement are to be AM 623 or equall.
- 6.) All Berm & hall on 2nd floor get 1 piece AM 47 or equall.
- 7.) No crown moulding basement
- 8.) 1st floor moulding (ceiling) are as flooring

allowance
min \$30,000
more no change
less Bayer
get credit

A.A

[Signature]

ROOMFOCAL POINT

Dining Room	16310 (crown) AM297A (chair rail)
Conference Room	13000 11400 (crown)
Study	AM 47 & B2
Foyer & Den	13000 (crown)
1st floor hall, kitchen	B2, AM 47
Breakfast & Keeping Room	B2
Hallway to Masterbedroom	
Master bedroom	16310
Master bath	11140
Powder	B2, AM 47, B2
2nd Bedroom/ 1st floor	AM 47
Hall by 2nd Bedroom	AM 47
Bath by 2nd Bedroom/1st floor	
Garage	

NOTE: As of this date (2-7-94) structural framing & exterior of the house is finished or underway, window arrangements, room sizes layout of the house may not correspond exactly to plan drawings owners are fully aware of this fact and accept it like it is for electrical layout and finished areas. SEE FLOOR PLAN.

PARADE OF HOMES:

Buyer will allow house to be shown in Parade of Homes. Buyer to receive all discounts.

Builder assumes responsibility for any damage from Parade of Homes to interior or exterior of house and property including landscaping. Seller warrants that subject property will be restored to new condition (if necessary) and to the approval of buyer after Parade of Homes Showing.

****FOR SQUARE FOOTAGE: SEE PLANS

Construct house in same manner as you would upper bracket home

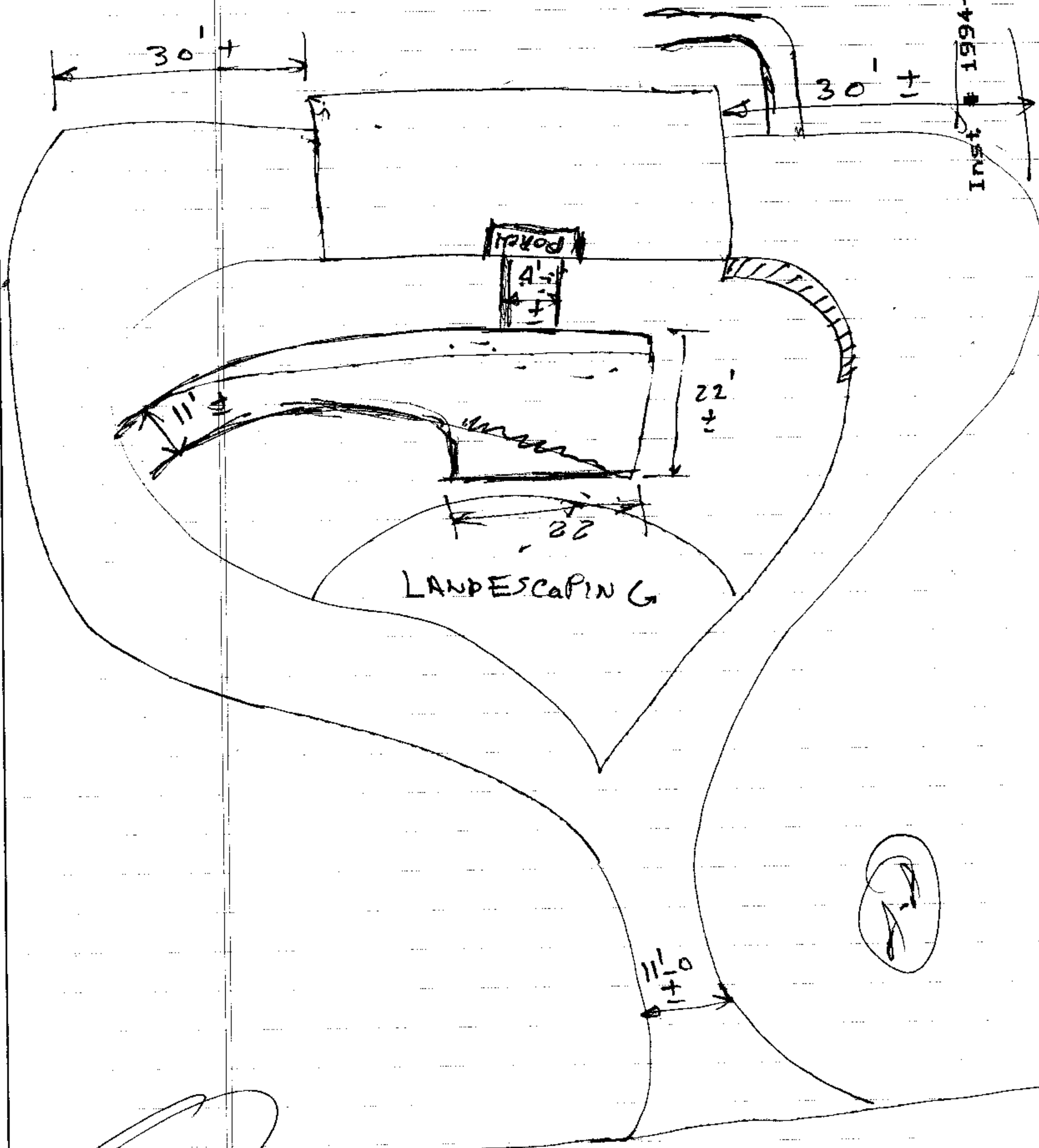
No real estate fees will be paid by the buyer.

A.A



Inst # 1994-24402

08/04/1994-24402
11:37 AM CERTIFIED
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