

REAL ESTATE SALES CONTRACT

EAGLE POINT SUBDIVISION

Inst # 1994-32572

The undersigned Purchaser Julie Phan Le,
whose address is 6345 Farley Lane
Birmingham 35242, and whose telephone number is 205-991-5532

hereby agrees to purchase, and EAGLE POINT ASSOCIATES ("Seller")
whose address is 2117 Second Avenue North, Birmingham, Alabama
35203 (205 252-7535) hereby agrees to sell, the following
described real estate, located in Shelby County, Alabama, on the
terms stated below and legally described as Lot 82, Survey
of Eagle Point Subdivision, Map Book _____, Page _____. The
date of this contract is April 4 - 1990.

1. PURCHASE PRICE: The purchase price shall be \$ 30,000.00
payable as follows:

(a) Earnest Money: \$ 1,500.00

(b) Cash on Closing: \$ 28,500.00

2. AD VALOREM TAXES: The taxes, as determined on the date of
closing, are to be prorated between the Seller and
Purchaser as of the date of delivery of the deed.

3. CLOSING AND POSSESSION DATES: The sale shall be closed and
the deed delivered on or before upon completion of improvements

4. CONVEYANCE: The Seller agrees to convey said property to
the Purchaser by general warranty deed free of all
encumbrances not herein excepted may be cleared at the time
of closing from sales proceeds.

5. RESTRICTIVE COVENANTS: The conveyance shall be made
subject to the Restrictive Covenants appearing in Volume
_____ pages _____ through _____, Probate Office of
Shelby County, Alabama, a copy of which has been delivered
to Purchaser, and subject to all easements and other
restrictions of record at the time of closing of the sale.

6. EARNEST MONEY AND PURCHASER'S DEFAULT: In the event the
Purchaser fails to carry out and perform the terms of this
contract, the earnest money shall be forfeited as
liquidated damages and this contract shall automatically

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thereupon be cancelled.

7. AGENCY DISCLOSURE: The listing agency, JOHNSON-RAST & HAYS CO., INC. and/or TRIM COMPANY, INC. represents the Seller (unless otherwise stated), and the selling Agency. _____, represents [____ Seller] [____ Purchaser].

Purchaser's Initials Julie Phauke Seller's Initials Jam

8. AGENT'S COMMISSION: The Seller agrees to pay \$ _____, as Agent, a sales commission in the amount of _____% of the total purchase price (\$ _____) for negotiating this sale.
9. ASSIGNMENT OF CONTRACT: This C contract may not be assigned or transferred without the express written consent of Seller.
10. CONDITION OF PROPERTY: NEITHER SELLER(S) NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser(s) has the obligation to determine, (either personally or through a representative of Purchaser's choosing) any and all conditions of the Property that are material to Purchaser's decision to buy the Property, including without limitation, the size and area of the property; sewer or septic system condition and/or availability; any developments, structures or matters in the area or neighborhood that might effect the value of the Property herein; easements, covenants, restrictions; sub-soil conditions, sinkholes, mining or other soil conditions; and property access. AFTER CLOSING, ALL CONDITIONS OF THE PROPERTY AND ALL AFOREMENTIONED ITEMS AND SYSTEMS ARE THE RESPONSIBILITY OF THE PURCHASER(S).
11. INTERSTATE LAND SALES REPRESENTATION: Purchaser represents and confirms that Purchaser, or Purchaser's spouse, has made a personal, on-the-lot inspection of the Property

prior to executing this Contract.

12. ADDITIONAL PROVISIONS: Any additional provisions set forth on additional pages attached hereto, signed 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.

PURCHASER(S):

Julie Pham

SELLERS:

EAGLE POINT ASSOCIATES

BY: John A. Mann Jr.
its General Partner

13. Seller to furnish deed and title insurance, Jam

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