

**CONTRACT FOR DEED
BY AND BETWEEN
TAYLOR PROPERTIES, L.L.C. AND
NCB CONSTRUCTION, INC.**

January 12, 1995

1. **PARTIES AND PROPERTY.** Taylor Properties, L.L.C., an Alabama limited liability company, formerly known as School House Properties, an Alabama general partnership ("Seller") hereby agrees to sell and convey and NCB Construction, Inc., an Alabama corporation ("Purchaser") hereby agrees to purchase and accept, on the terms and conditions set forth herein, all right, title and interest of Seller in the following described real property situated in Shelby County, Alabama, to wit:

Lot 7A, according to the resurvey of Lots 6 and 7, The Glen Estates, as recorded in Map Book 19, page 58 in the Probate Office of Shelby County, Alabama (the "Property").

2. **PURCHASE PRICE AND TERMS.** The purchase price shall be Sixty Thousand and No/100 Dollars (\$60,000.00) payable to Seller as follows:

(a) One Thousand and No/100 Dollars (\$1,000.00) earnest money on the signing of this Contract, the receipt whereof is acknowledged by the Seller as part of the purchase price of the sale;

(b) Subject to prorations, adjustments, charges and credits provided for herein, the balance of the purchase price (approximately Fifty Nine Thousand Dollars (\$59,000.00)) to be paid to Seller at Closing, as defined hereinbelow.

3. **POSSESSION.** Seller and Purchaser acknowledge and agree that Purchaser shall have the right to possession of the Property from and after the date hereof and, while in possession, shall be entitled to improve the Property by the construction of a single family residence thereon. Purchaser is entitled to retain possession of the Property only so long as there is no default on Purchaser's part in carrying out the terms and conditions hereof.

Inst # 1995-01935

**01/24/1995-01935
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCB 22.00**

Inst # 1995-01935

4. **CLOSING.** Upon Purchaser's payment to Seller of the purchase price in full, Seller shall execute a Statutory Warranty Deed conveying the Property to Purchaser and deliver the Deed to Purchaser ("Closing"). The Closing shall occur simultaneously with the sale of the Property to a bona fide third party purchaser.

5. **TITLE INSURANCE AND CONDITION OF TITLE.** As of the date of Closing, Seller shall provide to Purchaser a commitment for an owner's title insurance policy to be issued by a reliable title company, which shall show the title to the Property to be merchantable and free from taxes, liens and encumbrances, except for such covenants, restrictions and easements of record and except such as may be suffered or created by the Purchaser on or after the date of this Contract. The cost of the title insurance policy shall be split between Seller and Purchaser.

Seller hereby represents and warrants that, other than the mortgages referenced hereinbelow, no other mortgage or lien exists on the Property as of the date of this Contract and hereby agrees that no other mortgage or lien on the Property will be created, voluntarily or involuntarily, by Seller prior to Closing and the delivery of the Deed to Purchaser. Seller shall be solely responsible for the payment and satisfaction of any and all liens against the Property up to the date of Closing, except such as are suffered or created by Purchaser on or after the date of this Contract.

Purchaser hereby warrants and agrees that, other than the mortgages referenced hereinbelow, no other mortgage or lien on the Property will be created, voluntarily or involuntarily, by Purchaser after the date hereof and prior to Closing and the delivery of the Deed to Purchaser. Purchaser shall be solely responsible for the payment and satisfaction of any and all liens against the Property after the date hereof arising out of or as a result of Purchaser's improvement of, construction on or possession of the Property, except such as are suffered or created by Seller on or after the date of this Contract.

Seller hereby discloses and Purchaser hereby acknowledges that the Property is subject to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement in favor of Compass Bank, an Alabama banking corporation, and recorded as Instrument # 1993-32536, as amended and modified. Purchaser hereby discloses and Seller hereby acknowledges that, contemporaneously herewith, the Property will be made subject to a second mortgage in favor of Compass Bank to secure a construction loan to Purchaser for the purpose of constructing a single family residence on the Property.

6. **COVENANTS AND RESTRICTIONS.** Purchaser hereby acknowledges that the Property will be subject to and shall be conveyed subject to the

covenants and restrictions set forth in the Greystone Closé Development Declaration of Covenants, Conditions and Restrictions dated June 6, 1991, as amended from time to time (the "Declaration"), which covenants and restrictions 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 assessments. Purchaser acknowledges that access to the Property is had by means of a private roadway known as Hugh Daniel Drive, pursuant to the Reciprocal Easement Agreement, as amended, which is maintained in part by the assessments against the Property pursuant to the Declaration and the Reciprocal Easement Agreement. Purchaser hereby covenants and agrees that Purchaser's possession of the Property and Purchaser's improvement thereof will at all times be in compliance with the Declaration and the Reciprocal Easement Agreement.

7. **TAXES AND ASSESSMENTS.** Ad valorem property taxes, fire district and library district assessments and other assessments shall be prorated between Seller and Purchaser as of the date of Closing. Purchaser shall be responsible for the payment of all future fire and library district assessments and any roll-back taxes assessed against the Property after the date of Closing pursuant to Section 40-7-25.3 of the Code of Alabama (1975). At Closing, Purchaser shall pay by separate payment Purchaser's share of assessments due to the Greystone Closé Owners Association and the Greystone Residential Association, if any.

8. **INSURANCE.** From and after the date hereof, Purchaser shall, at Purchaser's expense, keep the Property insured against loss by fire or other hazard in an amount not less than the value of Purchaser's improvements to or interests in the Property or the amount of insurance Compass Bank requires Purchaser to carry, whichever is greater.

Additionally, Purchaser shall, at Purchaser's expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorney's fees, on account of or arising out of any such injuries. Purchaser shall, however, have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

9. **CONDITION 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 physical condition of the Property, the suitability of the Property for any intended use, the suitability of the surface and subsurface condition of the Property, and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property. Purchaser hereby waives and releases Seller, its agents, employees, officers, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injury to 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 which may be owned by Seller.

10. **DEFAULT.** If the Purchaser shall fail to pay the purchase price to Seller as herein provided, for a period of thirty (30) days after notice from Seller to Purchaser and to Compass Bank, the Seller shall, immediately after the expiration of said thirty (30) days, have the right to declare this Contract forfeited, terminated and void, and retain whatever may have been paid hereon, including the earnest money, and all improvements that may have made upon the Property, as consideration for making this Contract. Furthermore, Seller may treat the Purchaser as a tenant holding over without permission and Seller shall have the immediate right to re-enter and take immediate possession of the Property, and have the Purchaser and each and every other occupant removed and put out, and Seller shall be released from all obligation in law or equity to convey title to the Property to Purchaser. Additionally, in the event of Purchaser's default, Seller shall be entitled to every other available remedy in law or equity. Purchaser shall be liable for any and all costs, expenses and damages, including reasonable attorney's fees, incurred by Seller in enforcing any of the provisions of this Contract or in pursuit of Seller's legal or equitable remedies.

11. **PREPAYMENT.** Purchaser has the right at any time of paying in advance the unpaid balance of the purchase price and procuring the Deed from Seller.

12. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written.

13. **ASSIGNMENT.** This Contract may be assigned by either party to Compass Bank, an Alabama banking corporation, which is the holder of both mortgages referenced in Section 5 hereinabove. Except to Compass Bank, this Contract may not be assigned by either party, in whole or in part, without the written consent of the other party.

14. **GOVERNING LAW.** It is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights and duties of the parties.

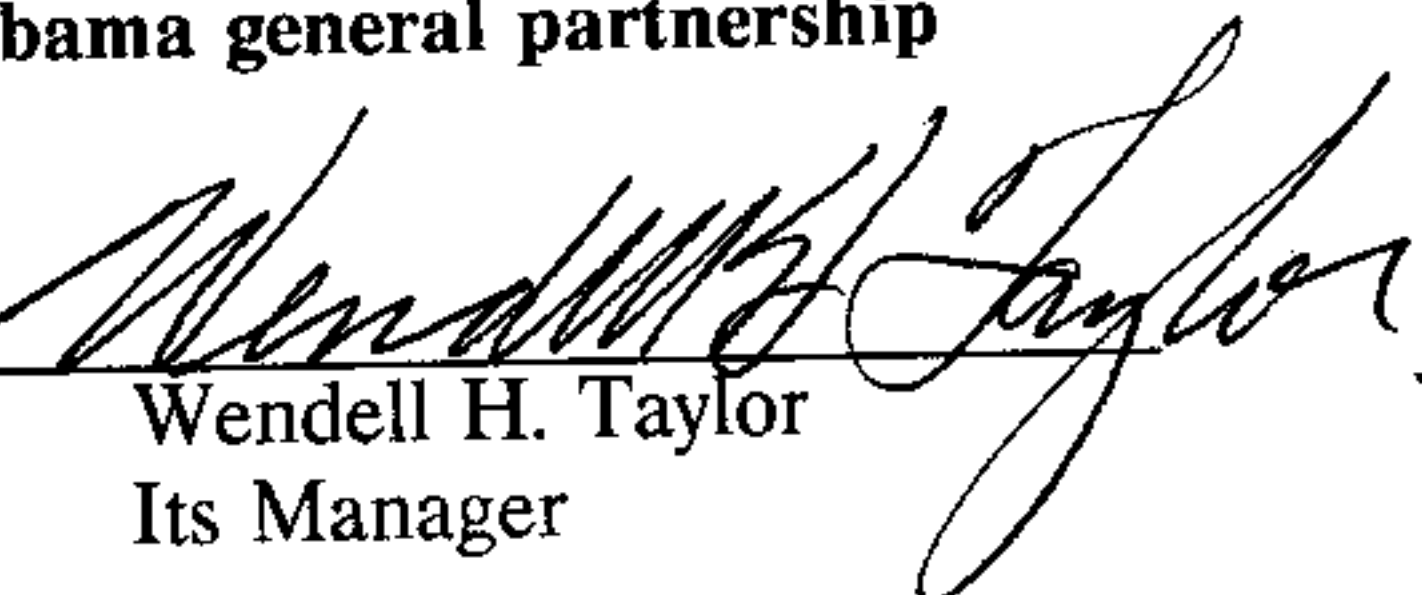
15. **AMENDMENT.** This Contract may be amended or modified only in writing, duly executed by both of the parties hereto.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals effective the day and year first above written.

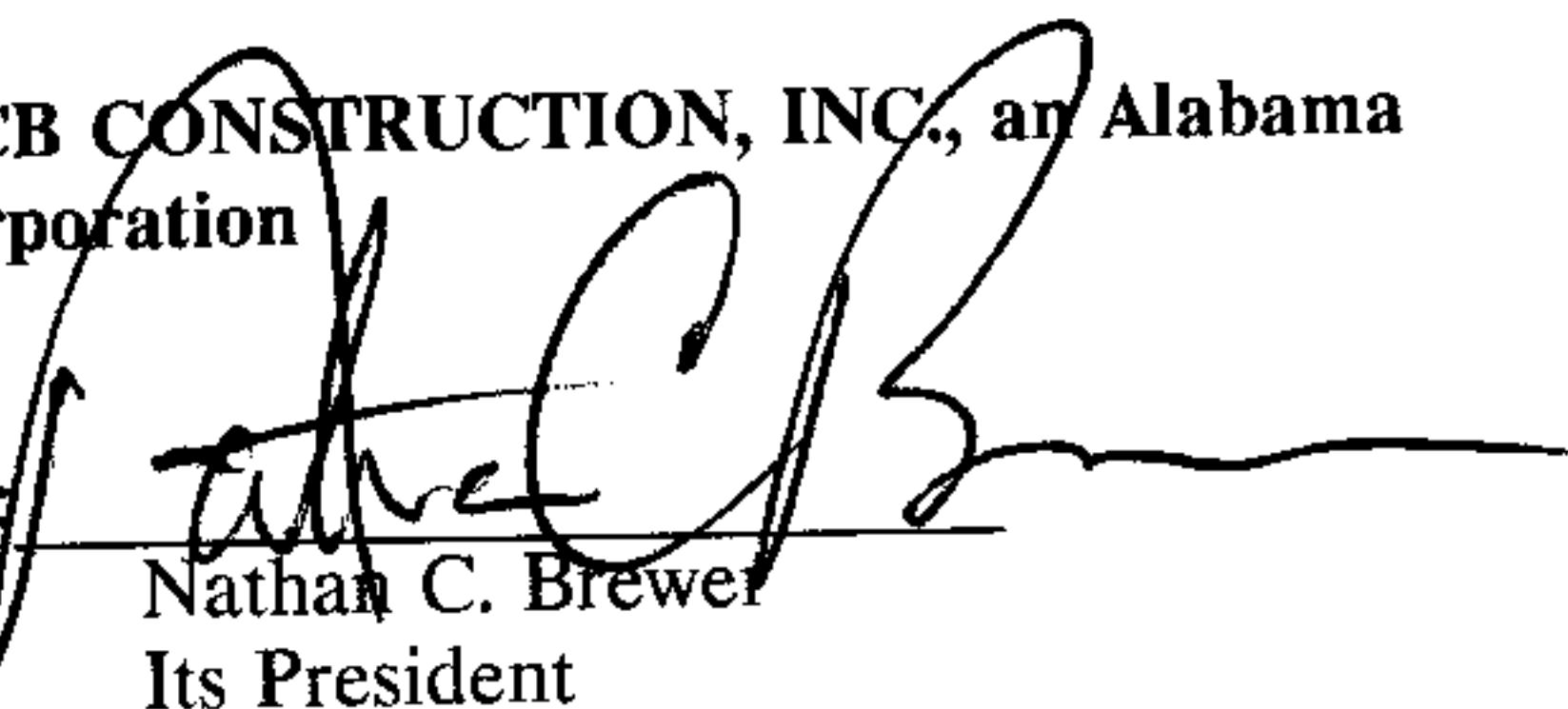
SELLER:

**TAYLOR PROPERTIES, L.L.C., an Alabama
limited liability company, formerly
known as School House Properties, an
Alabama general partnership**

By: 
Wendell H. Taylor
Its Manager

PURCHASER:


**NCB CONSTRUCTION, INC., an Alabama
corporation**

By: 
Nathan C. Brewer
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wendell H. Taylor, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, formerly known as School House Properties, an Alabama general partnership, is signed to the foregoing contract, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such contract, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 12th day of January, 1995.


Notary Public

[SEAL]

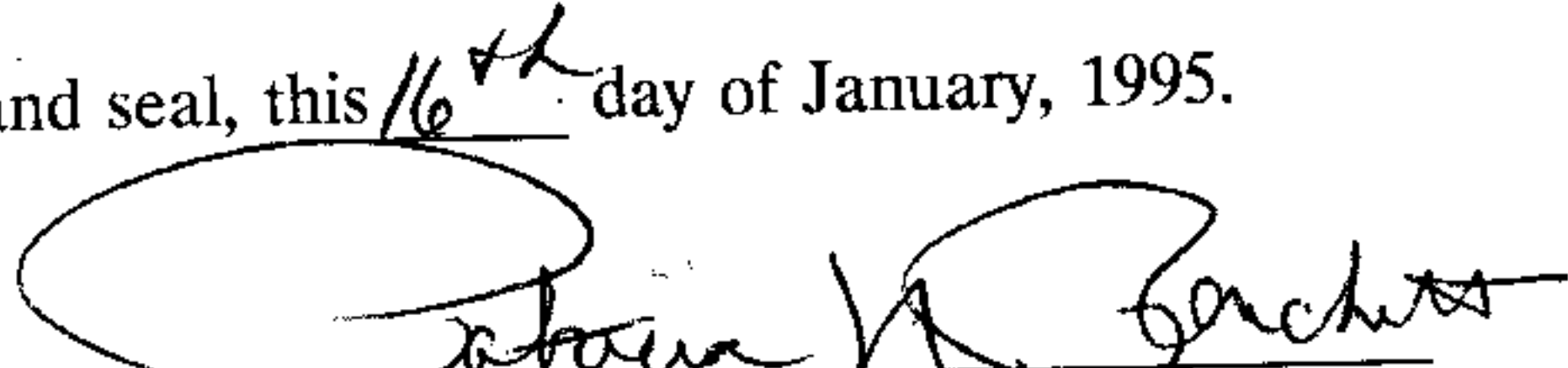
My commission expires:

11/4/98

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nathan C. Brewer, whose name as President of NCB Construction, Inc., an Alabama corporation, is signed to the foregoing contract, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 16th day of January, 1995.


Notary Public

[SEAL]

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 20, 1997

Inst # 1995-01935

01/24/1995-01935
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00