

(Name) S. Eugene Dekich
 (Address) 441 Valley View Drive
Indian Springs, AL 35124

(Name) John L. Cole, Esq.
(Address) P.O. Box 55536
Birmingham, AL 35255

FM No. ATC 27 Rev. 5/82
WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP — ALABAMA TITLE CO., INC., Birmingham, AL.

That in consideration of Five Hundred Ninety-five Thousand Dollars & no/100 (\$595,000.00) DOLLARS

Linda C. Benson and Husband, Richard W. Benson

S. Eugene Dekich and Wife, Nina F. Dekich

Shelby _____ County, Alabama to-wit:

Minerals and mining rights excepted.

Restrictions, easements and building line as shown on recorded map.

All warranties in the sales contract signed shall survive this deed,
same being recorded with deed.

1995-29969

10/19/1995-29969
11:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 613.50

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 18th

day of Oct, 1953

WITNESS:

_____ (Seal)

(Seal)

(See.)

STATE OF ALABAMA
SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State,
hereby certify that Linda C. Benson and husband Richard W. Benson
whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me
on this day, that, being informed of the contents of the conveyance they have executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this 15th day of Oct A.D. 19 95

Notary Public

GENERAL RESIDENTIAL SALES CONTRACT

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

Birmingham, Alabama

10/2 1995

The undersigned Purchaser(s) S. EUGENE DEKICH hereby agrees to purchase and the undersigned Seller(s) RICHARD W & LINDA C. BENSON 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 INDIAN SPRINGS VILLAGE County of SHELBY Alabama, on the terms stated below:

Address 441 Valley View DR and legally described as Lot 5 Block _____ Survey _____ Map Book 4 Page 53
BROOKSTONE

1. THE PURCHASE PRICE shall be \$ 585,000.00 RWB SEN payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Agent \$ 10,000.00
Cash on closing this sale \$ 585,000.00
585,000.00 RWB

2. AGENCY DISCLOSURE: The listing Agency, EDDEMANN PROPERTIES represents Seller (unless otherwise stated), and the selling Agency, JOHNSON, RAST & HAYS represents ☒ Seller ☐ Purchaser.

Purchaser Initials
SEN
Seller Initials
RWB LB

3. EARNEST MONEY & PURCHASER'S DEFAULT: Seller hereby authorizes the listing Agency, EDDEMANN PROPERTIES, 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 30 days 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 6 mos. from date of closing at _____ (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.

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8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by GENERAL warranty deed (check here ☒ if Purchaser 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, RES 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.

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 5 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 72 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
RB
Seller Initials
RB

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.

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 1 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.

Beth Ann 10-10-95

Sturgeon D. Rich 10-10-95
Purchaser (DATE)

Witness to Purchaser's Signature(s)

Purchaser (DATE)

Sturgeon D. Rich
Witness to Seller's Signature(s)

Rita W. Benson
Seller (DATE)
Brenda C. Benson
Seller (DATE)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein above set forth ☐ Cash ☐ Check
AGENCY EDDLEMAN PROPERTIES BY Sturgeon D. Rich (DATE) 10/10/95

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 EDDLEMAN PROPERTIES ? JOHNSON & HAYS as Agent, a commission of the amount of 5% of the total purchase price.
Seller/Purchaser (Date) Brenda C. Benson (Date)

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ADDENDUM

The terms and conditions of this Addendum form a part of that certain General Sales Contract dated 10/2 19 95 between the undersigned Purchaser(s) and Seller(s).

Seller to furnish an active termite bond.

Seller and purchaser to split closing cost 50-50. If the title is not clear and there should be defects in the opinion of the purchaser's attorney the seller shall bear the cost of clearing the defective title to the satisfaction of the title company.

Seller to supervise construction of rooms in basement at no cost to purchaser

Seller to leave all window treatments

Seller shall enter into a separate contract to supervise the construction of the rooms in the basement at no cost for his time or efforts.

Seller warrants that all building codes have been complied with for Shelby County, State of Alabama in the construction of the house which was built by Rick Benson and there are no aluminum windows in the dwelling.

Purchaser shall have the right to the following information before closing:

1. Pictures of inside and out by camcorder or still photos;
2. Wood infestation report.

Seller to furnish a set of plans or specs that was used in the construction of said dwelling.

Brett Anderson 10-10-95

Witness to Purchaser's Signature(s)

[Signature]

Witness to Seller's Signature(s)

Eugene Perich 10-10-95
Purchaser (DATE)

Purchaser (DATE)

Richard C. Benson
Seller (DATE)

Rick Benson
Seller (DATE)