

Form Approved by: Birmingham Association of RE.
September 25, 1996 (Previous forms obsolete)

The undersigned Purchaser(s) JAN S. LEWIS hereby agrees to purchase and

the undersigned Seller(s) Robert & Sallie Sutton hereby agrees to sell the following:

described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the
City of NA County of Shelby Alabama, on the terms stated below.
Address 2 Overhill Road and legally described as Lot _____ Block _____
Survey meters & bounds in office Map Book _____ Page _____

1. THE PURCHASE PRICE Shall be \$ 141,900^{+141,900}, payable as follows:
Earnest Money, receipt of which is hereby acknowledged by the Broker/Licensee.....
Cash on closing this sale..... \$ 2,000

2. **AGENCY DISCLOSURE:** Print name of listing company, CKM 139,900
 The listing company is an agent of (check one):
☐ Seller ☐ Purchaser ☒ Both parties as a limited consensual dual agent ☐ Neither party and is acting as a contract broker
 Print name of selling company, if any _____
 The selling company, if any, is an agent of (check one):
☐ Seller ☐ Purchaser ☐ Both parties as a limited consensual dual agent ☐ Neither party and is acting as a contract broker.

Purchaser's Initials

Seller's Initials

3. EARNST MONEY & PURCHASER'S DEFAULT: CKM Seller and Purchaser hereby direct the Listing Broker, all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Broker. 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. In the event either Purchaser or Seller claim the earnest money without the agreement of the other party, Seller or Broker holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. When the earnest money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the contract without further recourse on the part of Purchaser.

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 if the Mortgagee is the Seller.

1. SURVEY/TERMITE BOND:
Purchaser ☒ does ☐ does not 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)
Purchaser ☒ does ☐ does not require a termite bond. If a bond is required and Seller has an existing bond, the bond may be transferred at ☐ Purchaser's ☐ Seller's expense. If a new bond is required, the cost shall be at ☐ Purchaser's ☐ Seller's expense.
Purchaser ☐ does ☒ does not require a Wood Infestation Report. If required by Purchaser, Lender ☐ Termite Company, the cost of a Wood Infestation Report shall be at ☐ Purchaser's ☐ Seller's expense.

he 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.

General Sales Contract - Page 1 of 1

This Is A True & Certified Copy Of The Original

Steve Parsons
Cymd Mortgage Corp
(205) 877-8700

Inst # 1997-21558

07/09/1997-21558
03:36 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

6. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance premiums, accrued interest on mortgages, assumed, and fire district dues, if any, are 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 PURPOSE 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 March 31, 1997, 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 Closing, 1997, 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.

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/OR 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 THE PROPERTY: NEITHER SELLER NOR ANY SALESPERSON 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 purchase 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 materials and/or 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.

MARK EITHER "A", "B", "C(i)", OR "C(ii)" AND "C(ii)". CHOICE(S) 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. *

Purchaser's Initials Seller's Initials

☐ 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:

REPAIRS REQUIRED OF SELLER UNDER PARAGRAPH 3) 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 dollar 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.

Purchaser's Initials Seller's Initials

☐ C(i). Purchaser requires additional inspections of the Property at Purchaser's expense. Promptly after Seller's acceptance of this contract, Purchaser shall either personally or through others of Purchaser's choosing, inspect and investigate the Property. If such

This 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.

This is A True & Certified Copy Of The Original
Heue Parsons
Cyma Mortgage Corp
(205) 877-8700

Contract or (ii) request Seller to correct _____ ts. Purchaser shall exercise this option _____ on notice to Seller delivered to Seller on or before 5:00 P.M. on 1/10/97, which notice shall specify the Defects that Seller is requested to correct or that caused Purchaser to elect to terminate this Contract. If Purchaser elects to terminate this Contract, Seller shall promptly refund the Earnest Money. If Purchaser instead requests Seller to correct the Defects, Seller shall notify Purchaser within 20 days of receipt of such request whether Seller will correct the Defects and Seller shall have a reasonable time to correct the Defects prior to closing. If Seller elects not to correct the Defect, Purchaser shall notify Seller, by written notice delivered to Seller within 24 hours of receipt of Seller's refusal to correct the Defects, that Purchaser elects to terminate this Contract and receive a refund of the Earnest Money or to waive the Defects and proceed to close the sale. Purchaser's failure to notify Seller of any such Defects or to terminate this Contract, as herein provided, shall conclusively be deemed acceptance of the Property "as is," subject to c(ii) below, including ordinary wear and tear to the closing.

Purchaser's Initials

[Signature]

Seller's Initials

RA S CS

☐ C(ii). In addition to any repairs agreed to by Seller and Purchaser pursuant to C(i) above, Seller agrees (subject to any dollar limits below) to (a) make any repairs required by the lending institution and (b) deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing. ANY REPAIRS REQUIRED OF SELLER UNDER THIS PARAGRAPH C(ii) (EXCLUSIVE OF ANY ADDITIONAL REPAIRS AGREED TO BY SELLER UNDER C(i) ABOVE) SHALL NOT EXCEED \$ _____

Purchaser's Initials

Seller's Initials

*NOTE: "Ordinary wear and tear" as used in "A" and "C", 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", 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 salesperson(s)) 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; (viii) subsurface conditions, including radon and other-potentially hazardous materials and/or gases; or (ix) 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.

Purchaser's Initials

[Signature]

Seller's Initials

RA S CS

1. **SELLER WARRANTS** 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.

2. **FIRE/SMOKE/GAS DETECTORS:** Purchaser shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas 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.

This 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 opinion 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.

This is A True & Certified Copy Of The Original
Jane Parsons
Cyma Mortgage Corp
(205) 877-8700

3. **RISK OF LOSS:** Seller agrees to keep 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, the Purchaser shall have the option of canceling 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.

4. **SELECTION OF ATTORNEY:** Purchaser and Seller hereby ☒ do ☐ do not agree to share the fees of a closing attorney. 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 the 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.

5. **BROKERAGE FEE/COMMISSION:** THE COMMISSION PAYABLE TO THE LISTING OR SELLING BROKER IN THIS TRANSACTION IS PER PRIOR WRITTEN AGREEMENT BETWEEN THE BROKERS AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS AND IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER, AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS.

Seller to pay 4% to CKM
6. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Purchaser. Items not included 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).

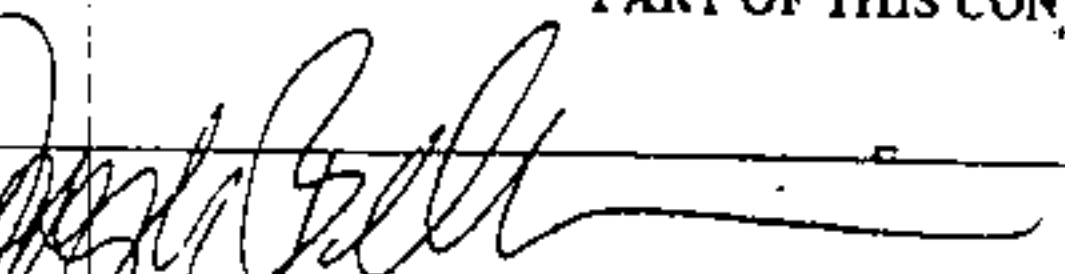
7. **NON-REFUNDABLE FEES:** Purchaser and Seller acknowledge that in the event this Contract is canceled or not closed, any fees paid will be non-refundable.

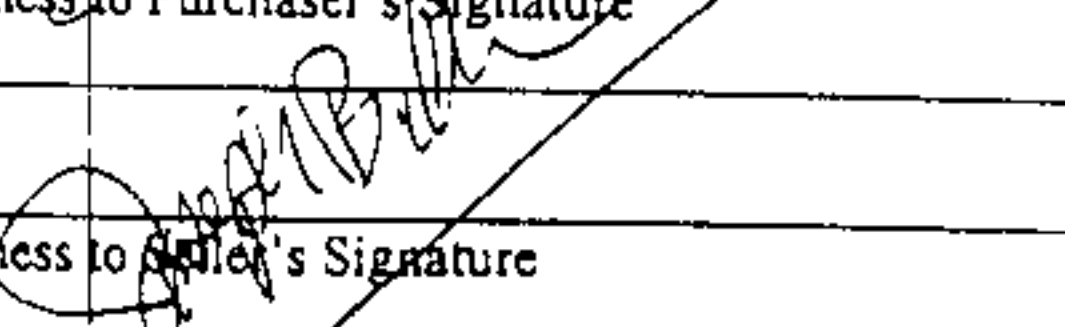
8. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed by either party or both parties by telecopy or facsimile, and shall be binding upon the party so executing it upon the receipt by the other party of the signature.

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

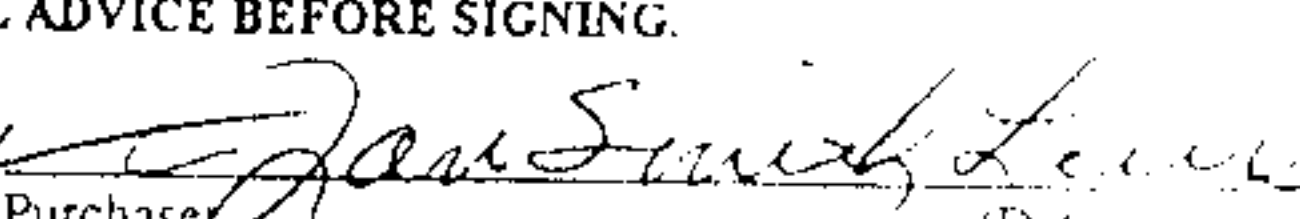
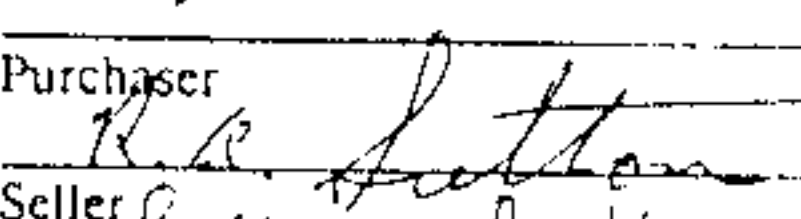
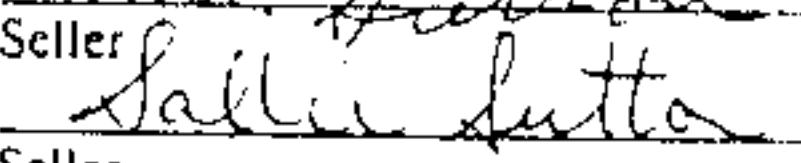
10. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and it supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

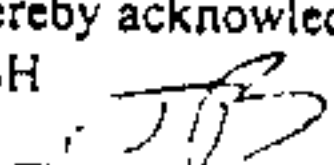
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.




Witness to Purchaser's Signature


Witness to Seller's Signature


Purchaser _____ (Date) _____
Purchaser  _____ (Date) 12/23/96
Seller  _____ (Date) 12/23/96
Seller _____ (Date) _____

EARNEST MONEY: Final receipt is hereby acknowledged of the earnest money as stated above set forth.
BROKER: CKM ☐ CASH ☒ CHECK BY:  DATE: 12/26, 1996

This 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 examination 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.

This is A True & Certified Copy Of The Original

Steve Parsons
Cyma Mortgage Corp
(205) 877-8700



CONTINGENT SALE ADDENDUM A

Date 12-22-96

To be attached to and made a part of contract dated 12-22-96 between the parties hereto for the purchase of property at: 2 Overhill Road

This sale is contingent upon Purchaser's selling and closing their present home located at 5632 5th Ter. South on or before March 31, 1997.

Seller shall have the right to continue to offer the herein Property for sale. Should Seller receive another acceptable offer, Seller reserves the right to cancel the said Contract by giving the Purchaser or the Selling Agent 24 hours notice of their intention to accept another Contract on subject property. If Purchaser fails to remove the contingency in writing before expiration of the 24 hour notice, this Contract shall terminate on the Property and all deposits shall be returned to the Purchaser. If Purchaser elects to remove this contingency, in no event shall this Contract thereafter be contingent upon the sale and closing of the Purchaser's existing home, unless this shall be a requirement of the lender, in which case the purchaser agrees to forfeit earnest money unless they are able to close as stated in the Contract.

Upon removal of the contingency clause, Purchaser will deposit an additional \$ 1500 earnest money within 24 hours.

[Signature]
WITNESS

WITNESS

WITNESS

WITNESS

[Signature]
PURCHASER

[Signature]
PURCHASER

[Signature]
SELLER

[Signature]
SELLER

FORM # 155/11-90

This is A True & Certified Copy Of The Original
Shene Parsons
Cyma Mortgage Corp
(205) 877-8700

This is A True & Certified Copy Of The Original
[Signature]



GENERAL ADDENDUM # _____

DATE: 12-27-96

COUNTY: Shelby

This is part of that certain contract dated simultaneously herewith between the undersigned Purchaser(s) and Seller(s) on property located at 2 Overhill Road

It is understood that both Purchaser(s) and Seller(s) agree to the following items:

1. Contingent sale addendum A is hereby removed from the contract. This contract is not contingent upon sale and closing of the purchaser's home.
2. Earnest money of \$3,500 is acknowledged.

This is A True & Certified Copy Of The Original

Jane Parsons
Cyma Mortgage Corp
(205) 877-8700

This is A True & Certified Copy Of The Original

Mary B. [Signature]

[Signature]
Witness

[Signature]
Purchaser

Witness 1997-21558

Purchaser

Witness 07/09/1997-21558

R. A. Sutton
Seller

03:36 PM CERTIFIED

Sally Sutton
Seller

WITNESS
SHELBY COUNTY JUDGE OF PROBATE