

AFFIDAVIT

Inst # 1997-29349

STATE OF ALABAMA }
COUNTY OF SHELBY }

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Jerry T. Shivers and Paula K. Shivers, whose names are signed to this Affidavit and who are known to me and who being by me first duly sworn, deposes and says as follows:

Our names are Jerry T. Shivers and Paula K. Shivers. It has come to our attention that a recorded contract has shown up on a title commitment issued by Cahaba Title, said file number being 112449. This is set out as Item 7, on Schedule B, Part 1 as follows; to wit:

Item 4. We find of record a contract by and between Jerry Todd Shivers, Paula Kimberly Shivers, William P. Palmer and Sarah H. Palmer dated February 17, 1992 and recorded in Real 390 page 492, we require said contract to be complied with.

We wish to stipulate that all terms and conditions as set forth on the contract attached as Exhibit "A" were complied with by all parties, as set forth on the said Exhibit "A" on or before April 17, 1992.

IN WITNESS WHEREOF, the following has set their hands and seals on this 3rd day of September, 1997.

09/11/1997-29349
02:16 PM CERTIFIED
SHELBY COUNTY JUDGE J. G. PRUITT

Inst # 1997-29349

STATE OF ALABAMA }
COUNTY OF SHELBY }

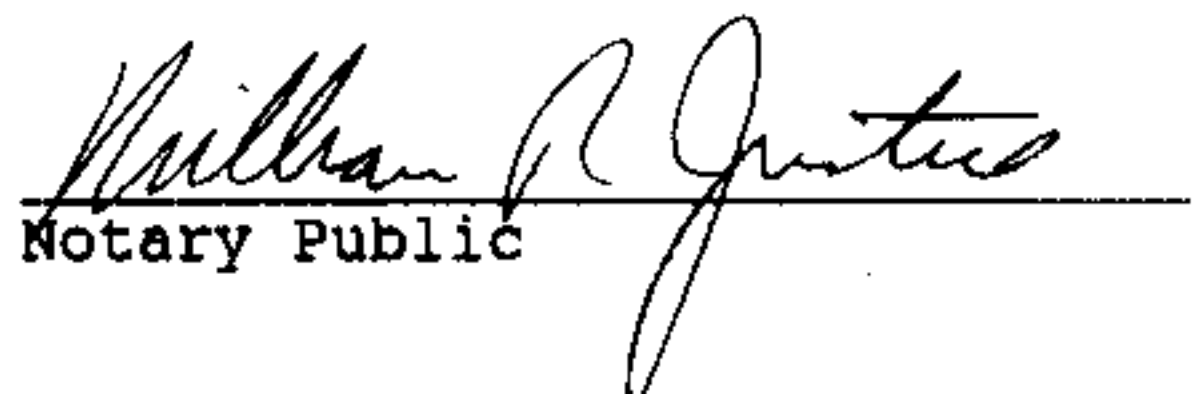
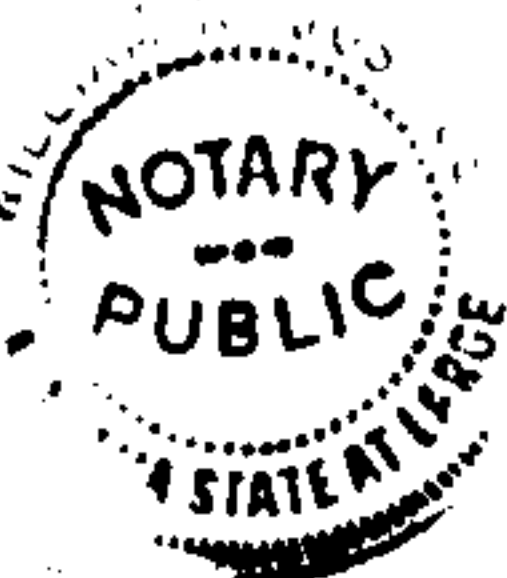


Jerry T. Shivers



Paula K. Shivers

Sworn to and subscribed to before me on this the 3rd day of September, 1997.


Notary Public

FIRST NATIONAL BANK OF COLUMBIANA
POST OFFICE BOX 977
COLUMBIANA, ALABAMA 36801

GENERAL RESIDENTIAL SALES CONTRACT

Form approved by Birmingham Area Board of REALTORS®
2/13/88
(Previous Forms Obsolete)

This Form Furnished by

TICOR TITLE AGENCY, INC.

316 - 21st Street North Birmingham, Alabama 35203 (205) 251-8484



Birmingham, Alabama 2-17, 1992

The undersigned Purchaser(s) Jerry Todd Shivers & Paula Kimberly Shivers hereby agrees to purchase

and the undersigned Seller(s) William P. Palmer & Sarah H. Palmer 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 Shelby County of Shelby Alabama, on the terms stated below:

Address 2809 Altadena South Way 35244

and legally described as Lot 1 Block Survey PUTRY AND SCOTT ADD TO

Map Book 65-Q Page 23

1 THE PURCHASE PRICE: shall be \$ 77,500.00 payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the Agent \$20,000.00 13000 PKS

Cash on closing this sale \$77,500.00 84500 PKS

Seller and Purchaser to each pay 1/2 of closing expenses. Discount points not to exceed 1 1/2 % 1/2 of which to be paid by the seller. Items to remain with property: Refrigerator, Microwave, Hot Tub, Stone, Dishwasher, Garage Door Opener, Ceiling Fans, All window treatments. Purchaser requires septic tank inspection prior to closing & Purchaser requires active termite bond as part of transaction or termite letter from reputable termite inspection company as to condition of property. Prior to closing purchaser will give seller the \$20,000.00 earnest money on said property, and this Contract shall be recorded in Shelby County Courthouse to unify this transaction.

The Gas Drillard appliances and window treatments are of no value to the Property

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

3. CONDITION OF PROPERTY: NEITHER SELLER 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 has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, 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 the presence or absence of sinkholes, mining activity, wells, or buried tanks and other objects; including potentially hazardous gases such as radon, and any matters affecting the character of the neighborhood. In recognition of the foregoing, Purchaser and Seller agree that the following paragraphs selected from A-E below shall govern this Contract with respect to the physical condition of the Property:

NOTE: ONLY THOSE PARAGRAPHS INITIALED BY BOTH PARTIES SHALL APPLY TO THIS CONTRACT

A. (If A is selected, do not select B(1), B(2), C or D.) Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, if the Property suffers material damage beyond ordinary wear and tear prior to the closing date, and Seller refuses to pay for any repairs reasonably required to restore the Property to a condition at least as good as previously existing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation within hours of Purchaser's receipt of Seller's notice of refusal to pay the excess; provided, that the notice of cancellation must in any event be received prior to closing.

Seller's Initials Purchaser's Initials

B. (NOTE: Choose B(1) below if Purchaser does not require further inspections, or choose B(2) if further inspections are required, but do not select both.)

B(1) Purchaser has inspected the Property 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 date, subject only to the following: Any repairs required by appraiser

Seller's Initials WPP Purchaser's Initials PKS

B(2) Purchaser requires additional inspections of the Property. Within calendar days after Seller's acceptance of this Contract, Purchaser shall have the right, at Purchaser's expense and through licensed contractor(s) or other qualified professionals of Purchaser's choosing, to inspect and investigate the Property. When such inspections or investigations reveal conditions unsatisfactory to Purchaser, Purchaser shall inform Seller in writing of such unsatisfactory condition, and provide to Seller at no cost 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 notice of such unsatisfactory condition 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 by notifying Seller in writing within hours of receipt of Seller's written refusal to correct the defect, and the Earnest Money shall be returned to Purchaser. Purchaser's failure to notify Seller of any such defect or of Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property as is and an election to proceed with the closing.

Seller's Initials Purchaser's Initials

C. Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing; provided, it shall be the responsibility of Purchaser to inspect said systems and equipment prior to closing and to notify Seller immediately of any systems that are not in normal operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively establish that Seller has satisfied this covenant.

Seller's Initials Purchaser's Initials

Return to: The Will Change Corp. Alabama

BOOK 390 PAGE 493

D All repairs required of Seller under WPP B(1) C [check the paragraph(s) to which the dollar ceiling applies] shall not exceed \$ 1,100. If such repairs exceed the specified amount and Seller refuses to pay the excess, Purchaser may pay the additional cost or 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 of the cancellation within N/A hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

Seller's initials WPP Purchaser's initials JS PKS
E PURCHASER REQUIRES A WALK-THROUGH INSPECTION IMMEDIATELY PRIOR TO CLOSING TO VERIFY THAT ANY REQUIRED REPAIRS HAVE BEEN PERFORMED AND THE PROPERTY IS OTHERWISE IN SUBSTANTIALLY THE SAME CONDITION AT CLOSING, ORDINARY WEAR AND TEAR EXCEPTED, AS WHEN INITIALLY ACCEPTED.

Seller's initials WPP Purchaser's initials JS PKS

4. EARNEST MONEY & PURCHASER'S DEFAULT: Seller hereby authorizes the listing Agency, N/A, 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 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.

5. CONVEYANCE: Seller agrees to convey the Property to Purchaser by General warranty deed (check here ☒ if Purchaser desires 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 BUILDINGS LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

6. 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 5 above; 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 Seller.

7. 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.

8. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgages 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 advance 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. 4-17-92

9. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 60 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 Closing, 19 , at (A.M.) (P.M.).

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.

11. SELLER WARRANTIES that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, 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 that all applicable federal, state and local statutes, ordinances and 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 Marshall 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 is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. 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, the parties hereto 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. Each of the parties further acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

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

16. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and 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.

Jerry D Shuler Rec. 500
Ind 300
Cert 100
900
Purchaser (SEAL)
Paul K. Shivers (SEAL)

Witness to Purchaser's Signature(s)
Jerry D Shuler 92 FEB 21 PM 2:07
Seller (SEAL)
William P Palmer (SEAL)
Paul A Palmer (SEAL)

Witness to Seller's Signature(s)
JUDGE OF PROBATE

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth.
FIRM Inst # 1997-29949 CASH ☒ CHECK ☐

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. In this contract, Seller agrees to pay 1.5% as Agent, a commission in the amount of of the total purchase price.

Seller (SEAL) Seller

0216 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 PCB 12.00