

IN THE PROBATE COURT OF SHELBY COUNTY ALABAMA

KIRK D. McCONNELL, an individual, AND
LINZI A. McCONNELL, an individual,

Plaintiffs,

V.

STEVE COBB, an individual, **STEVE COBB
CONSTRUCTION CO., INC.**, a corporation
or business entity, et al.

Defendants.

CIVIL ACTION NO.

CV 97- 995

NOTICE OF LIS PENDENS

Notice is hereby given that Kirk D. McConnell and Linzi A. McConnell, commenced a civil action against Steve Cobb, and Steve Cobb Construction Company, Inc., et al. on the 18th day of December, 1997. A copy of said complaint is attached hereto and made a part hereof.


Edward L. Hardin, Jr.
Attorney for Plaintiffs

Of Counsel:

✓ Hardin & Hawkins

2201 Arlington Avenue

Birmingham, Alabama 35205

205/930-6900

Inst # 1997-41502

12/22/1997-41502
12:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 HCD 53.00

IN THE CIRCUIT COURT OF SHELBY COUNTY ALABAMA

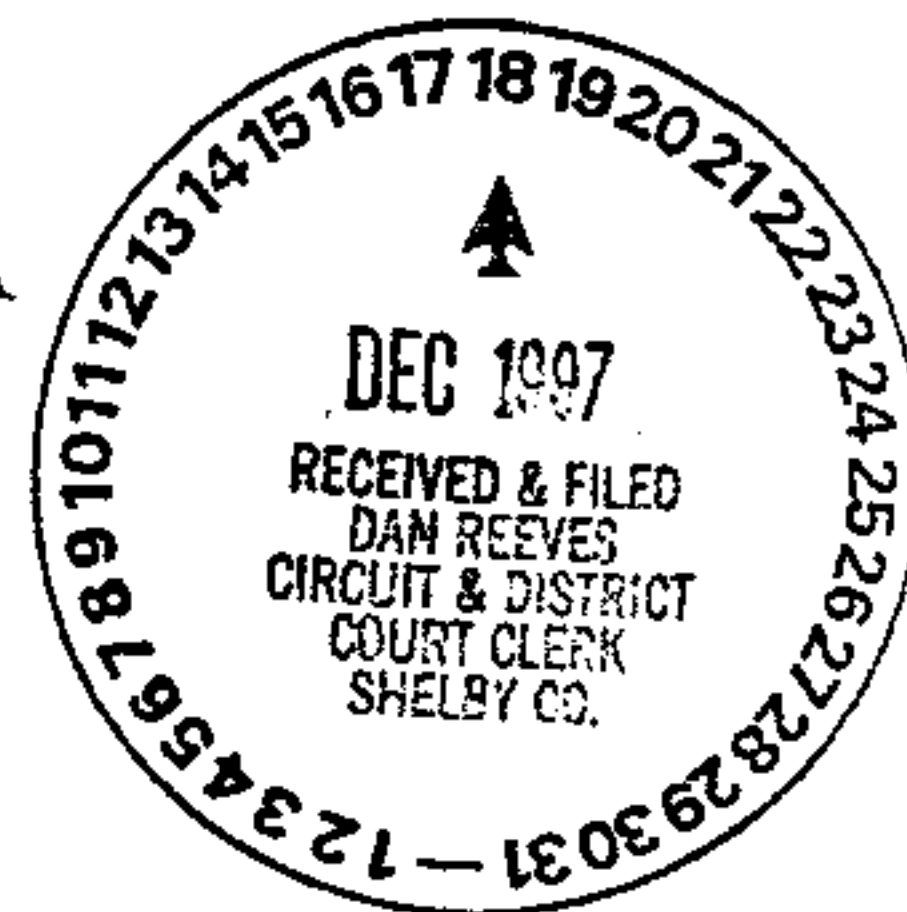
KIRK D. McCONNELL, an individual, AND
LINZI A. McCONNELL, an individual,

Plaintiffs,

V.

CIVIL ACTION NO.

CV-97-995



STEVE COBB, an individual, STEVE COBB CONSTRUCTION CO., INC., a corporation or business entity, No. 1, whether singular or plural, plaintiffs hereby intending to designate that entity who or which agreed to construct and sell the house made the subject matter of this suit; No. 2, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which afforded any insurance coverage to any of the named or fictitious defendants herein; No. 3, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which issued any policy of insurance which provided coverage for the damages sustained by plaintiffs which are the subject of the occurrence made the basis of this lawsuit; No. 4, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities whose negligence, wantonness, and/or other wrongful conduct contributed to cause the occurrence made the basis of this lawsuit; No. 5, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who made any false representations to the plaintiff concerning the design and/or construction made the basis of this lawsuit; No. 6, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which conspired with any of the named or fictitious defendants herein; No. 7, whether singular or plural, plaintiffs hereby intending to designate that person, those person, that entity or those entities who or which is the successor in interest, alter ego, predecessor, owner, master, contractor, subcontractor, principal employee and/or servant of any of the named or fictitious defendants herein. (Plaintiffs aver that the identities of the fictitious party defendants are unknown to plaintiffs at this time, or if their name is known, their identities as proper party defendants are not known to plaintiffs at this time, and their true names will be substituted by amendment when ascertained).

Defendants.

SUMMONS

This service by certified mail of this summons is initiated upon the written request of Plaintiffs' attorney pursuant to the Alabama Rules of Civil Procedure.

Notice to: Steve Cobb
2607 Rocky Ridge Road
Birmingham, Alabama 35243

The Complaint and deposition notice which are attached to this summons is important and you must take immediate action to protect your rights. You are required to mail or hand deliver a copy of a written Answer, either admitting or denying each allegation in the Complaint, to Edward L. Hardin, Jr., the lawyer for the Plaintiffs, whose address is 2201 Arlington Avenue, Birmingham, Alabama 35205. THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THIS SUMMONS AND COMPLAINT AS EVIDENCED BY THE RETURN RECEIPT, OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. You must also file the original of your Answer with the Clerk of this Court within a reasonable time afterward. You must also appear for the deposition and produce the documents and/or things requested in the notice at the time stated.

Clerk of Court

IN THE CIRCUIT COURT OF SHELBY COUNTY ALABAMA

KIRK D. McCONNELL, an individual, AND
LINZI A. McCONNELL, an individual,

Plaintiffs,

V.

CIVIL ACTION NO.

STEVE COBB, an individual, STEVE COBB
CONSTRUCTION CO., INC., a corporation or business entity, No. 1, whether singular or plural,
plaintiffs hereby intending to designate that entity who or which agreed to construct and sell the
house made the subject matter of this suit; No. 2, whether singular or plural, plaintiffs hereby
intending to designate that person, those persons, that entity or those entities who or which afforded
any insurance coverage to any of the named or fictitious defendants herein; No. 3, whether singular
or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those
entities who or which issued any policy of insurance which provided coverage for the damages
sustained by plaintiffs which are the subject of the occurrence made the basis of this lawsuit; No. 4,
whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that
entity or those entities whose negligence, wantonness, and/or other wrongful conduct contributed to
cause the occurrence made the basis of this lawsuit; No. 5, whether singular or plural, plaintiffs
hereby intending to designate that person, those persons, that entity or those entities who made any
false representations to the plaintiff concerning the design and/or construction made the basis of this
lawsuit; No. 6, whether singular or plural, plaintiffs hereby intending to designate that person, those
persons, that entity or those entities who or which conspired with any of the named or fictitious
defendants herein; No. 7, whether singular or plural, plaintiffs hereby intending to designate that
person, those person, that entity or those entities who or which is the successor in interest, alter ego,
predecessor, owner, master, contractor, subcontractor, principal employee and/or servant of any of
the named or fictitious defendants herein. (Plaintiffs aver that the identities of the fictitious party
defendants are unknown to plaintiffs at this time, or if their name is known, their identities as proper
party defendants are not known to plaintiffs at this time, and their true names will be substituted by
amendment when ascertained).

Defendants.

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Plaintiffs' attorney pursuant to the Alabama Rules of Civil Procedure.

Notice to: Steve Cobb Construction Co., Inc.
2607 Rocky Ridge Road
Birmingham, Alabama 35243

The Complaint and deposition notice which are attached to this summons is important and you must take immediate action to protect your rights. You are required to mail or hand deliver a copy of a written Answer, either admitting or denying each allegation in the Complaint, to Edward L. Hardin, Jr., the lawyer for the Plaintiff, whose address is 2201 Arlington Avenue, Birmingham, Alabama 35205. THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THIS SUMMONS AND COMPLAINT AS EVIDENCED BY THE RETURN RECEIPT, OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. You must also file the original of your Answer with the Clerk of this Court within a reasonable time afterward. You must also appear for the deposition and produce the documents and/or things requested in the notice at the time stated.

Clerk of Court

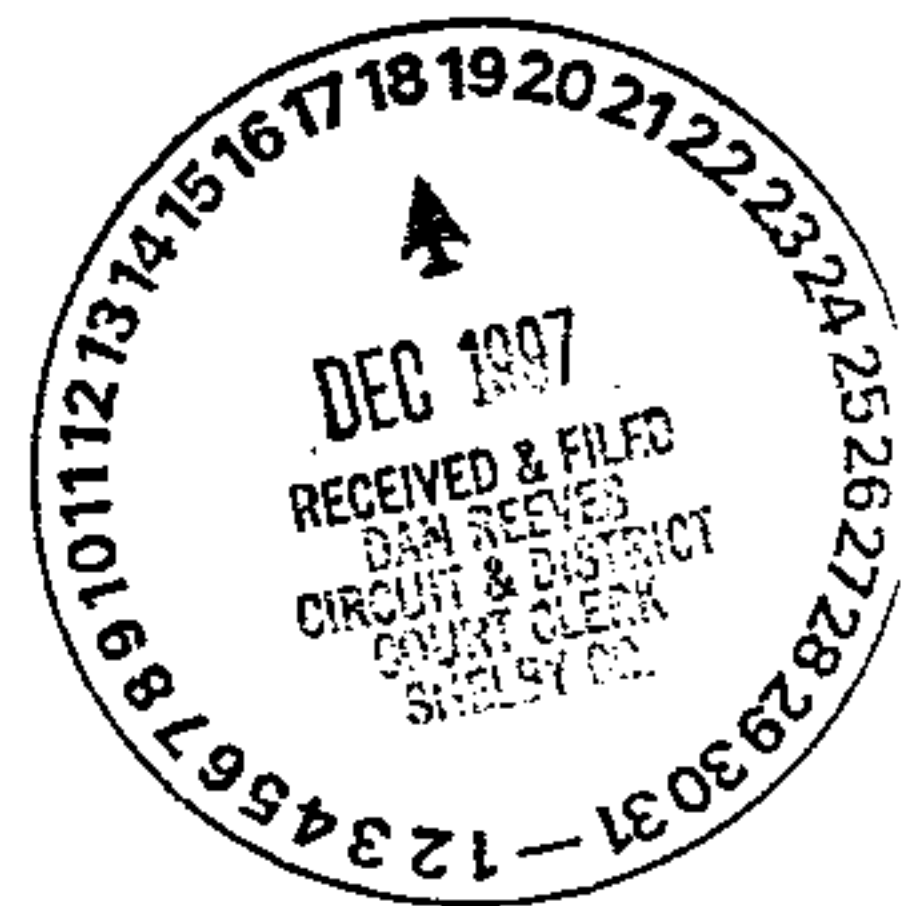
IN THE CIRCUIT COURT OF SHELBY COUNTY ALABAMA

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STEVE COBB, an individual, STEVE COBB
CONSTRUCTION CO., INC., a corporation or business entity, No. 1, whether singular or plural,

plaintiffs hereby intending to designate that entity who or which agreed to construct and sell the house made the subject matter of this suit; No. 2, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which afforded any insurance coverage to any of the named or fictitious defendants herein; No. 3, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which issued any policy of insurance which provided coverage for the damages sustained by plaintiffs which are the subject of the occurrence made the basis of this lawsuit; No. 4, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities whose negligence, wantonness, and/or other wrongful conduct contributed to cause the occurrence made the basis of this lawsuit; No. 5, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who made any false representations to the plaintiff concerning the design and/or construction made the basis of this lawsuit; No. 6, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which conspired with any of the named or fictitious defendants herein; No. 7, whether singular or plural, plaintiffs hereby intending to designate that person, those person, that entity or those entities who or which is the successor in interest, alter ego, predecessor, owner, master, contractor, subcontractor, principal employee and/or servant of any of the named or fictitious defendants herein. (Plaintiffs aver that the identities of the fictitious party defendants are unknown to plaintiffs at this time, or if their name is known, their identities as proper party defendants are not known to plaintiffs at this time, and their true names will be substituted by amendment when ascertained).

Defendants.

COMPLAINT

COME NOW the Plaintiffs and allege the following as their complaint in this case:

PARTIES

1. The Plaintiff, Kirk McConnell is an adult resident citizen of Alabama residing at all times material hereto in Shelby County, Alabama.
2. The Plaintiff, Linzi A. McConnell is an adult resident citizen of Alabama residing at all times material hereto in Shelby County, Alabama.
3. The Defendant, Steve Cobb is an adult resident citizen of Alabama residing at all times material hereto in Jefferson County, Alabama.
4. The Defendant, Steve Cobb Construction Co., Inc. is a corporation or business entity doing business at all times material hereto in Shelby and Jefferson County, Alabama.
5. The property which is the subject matter of this contract is located in Shelby County, Alabama and the agreement was executed in Shelby County, Alabama.
6. No. 1, whether singular or plural, plaintiffs hereby intending to designate that entity who or which agreed to construct and sell the house made the subject matter of this suit; No. 2, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which afforded any insurance coverage to any of the named or fictitious defendants herein; No. 3, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which issued any policy of insurance which provided coverage for the damages sustained by plaintiffs which are the subject of the occurrence made the basis of this lawsuit; No. 4, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities whose negligence, wantonness, and/or other wrongful conduct contributed to cause the occurrence made the basis of this lawsuit; No. 5, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who made any false representations to the plaintiff

concerning the design and/or construction made the basis of this lawsuit; No. 6, whether singular or plural, plaintiffs hereby intending to designate that person, those persons, that entity or those entities who or which conspired with any of the named or fictitious defendants herein; No.7, whether singular or plural, plaintiffs hereby intending to designate that person, those person, that entity or those entities who or which is the successor in interest, alter ego, predecessor, owner, master, contractor, subcontractor, principal employee and/or servant of any of the named or fictitious defendants herein.

FACTS

7. On or about July 22, 1997, the Plaintiffs entered into a contract with Steve Cobb to construct and sell a home located at 8141 Castlehill Road, Hoover, Shelby County, Alabama. A copy of the contract is attached hereto and made a part hereof as Exhibit A.

8. The Defendants were advised on several occasions that the Plaintiffs' loan commitment expired on October 23, 1997 and that it was imperative that the sale be closed on or before that date. When it became apparent the house would not be completed by October 23, 1997, the Plaintiffs obtained an extension to their loan agreement to November 1, 1997, after first executing an addendum to the sales agreement with the Defendant which called for the home to be completed and closed on or before October 30, 1997.

9. On or about October 14, 1997, the Addendum to the contract was executed by the Plaintiffs and Defendants which contained the agreement that the construction of the home would be completed and the sale closed on or before October 30, 1997. A copy of the Addendum is attached hereto and made a part hereof as Exhibit B.

10. The Defendant(s) failed to complete the construction and delivery of the home to Plaintiffs by October 30, 1997 and the sale was not closed.

11. The Plaintiffs notified the Defendant in writing on October 31, 1997 that Defendants were in breach of the contract, that the Plaintiffs were rescinding the contract due to the Defendants' breach, and made demand for return of \$27,209.95, representing monies due to be returned to the Plaintiffs and also demanded satisfaction of all claims by subcontractors, as provided by the contract. A copy of said letter is attached hereto and made a part hereof as Exhibit C.

12. The Defendant, Steve Cobb, requested that the Plaintiffs contract directly with Brewer Cabinet and Millworks for construction of cabinets, and that the monies paid to Brewer cabinet would be deducted from the sales price at closing. The Plaintiffs entered into said agreements with Brewer Cabinet and Millworks in the total amount of \$13,009.00. Additionally, the Plaintiffs agreed to purchase the counter tops from Craftstone Solid Surface Products for the cabinets at a total price of \$2,900.00. The Plaintiffs paid \$1,450.00 of the purchase price and \$1,450.00 is due and payable. The Defendant agreed for their monies to be paid out of the closing since these amounts were within the budgeted allowances. Similar agreements were made by Plaintiffs with Enviroscapes and The Pied Piper in the total amount of \$718.00. An additional claim for payment has been made by the company that installed the intercom system.

COUNT I BREACH OF CONTRACT

13. Plaintiffs reallege and readopt all the preceding allegations.

14. Plaintiffs aver that for good and valuable consideration, the Plaintiffs entered into the aforementioned agreement with Defendants.

15. Defendants have breached the aforementioned agreements and have failed to construct and deliver the house in a good and workmanlike manner free of defects by October 30, 1997.

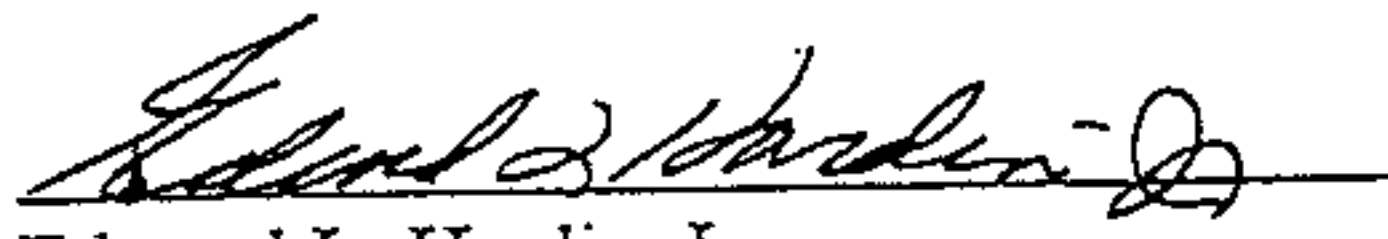
16. As a result of Defendants' breach, Plaintiffs have suffered substantial damages

including financial loss and severe mental anguish.

17. The Plaintiffs claim \$27,209.95 due from the Defendant(s) per the aforementioned contract and as itemized in the above referenced Exhibit C.

18. Additionally, Plaintiffs claim that Defendant(s) owe subcontractors an amount estimated to be at least \$15,177.00 from which Plaintiffs seek indemnity or recovery of monies from the Defendant with which to pay to the subcontractors..

WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand judgment against the Defendants in such an amount as the jury may assess plus all costs, attorneys' fees, interest consistent with the laws applicable to this case, and any other relief to which Plaintiffs may be entitled.


Edward L. Hardin, Jr.

OF COUNSEL:
Hardin & Hawkins
2201 Arlington Avenue
Birmingham, Alabama 35255-5705
Telephone: (205)930-6900

**PLAINTIFFS DEMAND TRIAL BY STRUCK JURY IN THE TRIAL OF THIS CASE
ON ALL ISSUES.**


Of Counsel

PLEASE SERVE DEFENDANTS' VIA CERTIFIED MAIL

Mr. Steve Cobb
2607 Rocky Ridge Road
Birmingham, Alabama 35243

Steve Cobb Construction Co., Inc.
2607 Rocky Ridge Road
Birmingham, Alabama 35243

JOHNSON-RAST & HAYS

REAL ESTATE
The Expected Leader

General/Financed Contract

Revised 10/96

Birmingham, Alabama July 22 1997

The terms "Purchaser" and "Seller" shall be deemed to include multiple purchasers and sellers as indicated by the signatures of the parties to this contract.

The undersigned Purchaser Kirk D. McConnell, Linzi A. hereby agrees to purchase, and the undersigned Seller Steve Cobb hereby agrees to sell the following described real estate,(Please Print Names)
together with all improvements, shrubbery, planting, fixtures and appurtenances (the "property") situated in the City of HooverCounty of Shelby Alabama, on the terms stated below:Address 8141 Castlehill RoadLegal Description: Lot 39 Block _____ Survey Greystone 7th Sector Phase I Map Book 18 Page 120 A

Purchaser and Seller acknowledge that, in the event this contract is cancelled or not closed, fees or costs paid in advance may be non-refundable.

1. THE PURCHASE PRICE SHALL BE \$ 425,000.00 payable as follows: SKCEarnest money..... SKC 7,500.00 \$ 5,000.00Balance of cash down payment due from Purchaser at closing..... (to be determined)Loan proceeds (excluding financed loan costs)..... SKC 425,000.00* TOTAL PURCHASE PRICE..... SKC 432,500.001(A) LOAN CONTINGENCY: This contract is contingent upon Purchaser obtaining approval of a 80% loan in the amount of \$ 80% of (plus any financed loan costs) amortized over a period of 30 years at an interest rate not to exceed 7.975 %.✓ PURCHASER AGREES TO IMMEDIATELY APPLY FOR SAID LOAN AND MAKE EVERY REASONABLE EFFORT TO OBTAIN APPROVAL. This contingency will be removed within 7 days of agreement SKC1(B) LOAN CLOSING COSTS AND PREPAID ITEMS: Loan discount, if necessary for obtaining the required loan, not to exceed 0 % of the amount of the approved loan, shall be paid by ☐ Seller ☒ Purchaser. All other loan closing costs and prepaid items are to be paid by the Purchaser unless herein excepted. Seller's obligation to pay (or to reimburse Purchaser) for any loan closing costs is contingent upon the closing of the sale.1(C) Total IF FHA OR VA FINANCING IS UTILIZED, THE "FHA/VA AMENDATORY CLAUSE ADDENDUM" FORM MUST BE ATTACHED TO THIS CONTRACT.2. AGENCY DISCLOSURE. Print name of listing company FRE. 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 JRH. 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.Seller(s) Initials SKC Purchaser(s) Initials SKC3. EARNEST MONEY & PURCHASER'S DEFAULT: Seller hereby authorizes the Listing Broker, FRE builder SKC 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 Broker.

In the event the sale is not consummated, and both Purchaser and Seller claim the earnest money, said earnest money shall not be disbursed to either party unless an executed release authorizes such disbursement. The holder of the earnest money may, at its discretion or upon the request of either party, interplead the disputed portion of the earnest money into court, and shall be entitled to reimbursement from the parties for court costs, attorney's fees, and other expenses relative to the interpleader. In the event the Seller prevails in the interpleader action, the earnest money remaining after payment of the amounts above shall be split equally between the Seller and the Seller's Broker, or holder of the earnest money, and JRH shall be discharged from any liability in connection with this transaction.

Purchaser and Seller agree that the person or firm holding the earnest money shall not be required to deposit Purchaser's earnest money check until ment has been accepted and signed by all parties. Seller, at Seller's option, may cancel this agreement if the earnest money check is rejected by the bank.

4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before Sept 5 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 19 97 at Closing (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. If closing date is changed, possession date may need to be changed accordingly.

5. 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. 100% Complete

6. SURVEY: Purchaser, at Purchaser's expense, requires a survey by a registered Alabama land surveyor of Purchaser's choosing. Purchaser acknowledges that a survey of the property is material to the transaction, and an election to close without a survey shall be deemed a waiver of all claims regarding items that an accurate survey would have revealed. If survey shows an encroachment, the same shall be treated as a defect in title.

7. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district or other 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 the purposes of proration; municipal taxes, if any, are presumed to be paid in advance.

8. 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 satisfied at the time of closing from the 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, Residential. AVAILABLE INFORMATION INDICATES THAT THE PROPERTY ☐ IS ☒ IS NOT LOCATED IN A FLOOD PLAIN, BUT THIS WILL BE CONFIRMED BY THE ENGINEER'S STATEMENT IN THE SURVEY WHICH IS THE RESPONSIBILITY OF THE PURCHASER AS DEFINED IN PARAGRAPH 6 OF THIS CONTRACT. FURTHER, UNLESS OTHERWISE AGREED HEREIN, THE PROPERTY IS PURCHASED SUBJECT TO UTILITY EASEMENTS, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS IF ANY, AND BUILDING LINES OF RECORD IF ANY. IT IS THE RESPONSIBILITY OF THE PURCHASER TO DETERMINE, PRIOR TO CLOSING OF THIS CONTRACT, WHETHER OR NOT THE FOREGOING MATERIALLY IMPAIR THE USE OF THE PROPERTY FOR INTENDED PURPOSES.

9. NECESSITY OF INSPECTION: Purchaser acknowledges and agrees that Alabama law imposes a duty on Purchaser to thoroughly inspect a property, for defects or otherwise, in accordance with the terms of this contract and prior to closing the sale. Purchaser further acknowledges and agrees that he/she is aware that professional inspection services and/or contractors may be engaged for this purpose and that JR&H and its sales associates strongly recommend the use of such professionals.

Purchaser understands and agrees that JR&H and its sales associates lack the expertise to determine the condition of a property, and therefore, Purchaser will not rely on any statements or omissions made by JR&H or its sales associates regarding the condition of a property. AFTER CLOSING OF THIS SALE, ALL CONDITIONS OF THE PROPERTY ARE THE RESPONSIBILITY OF THE PURCHASER.

Purchaser ☐ does ☐ does not require a HOME WARRANTY POLICY at closing to be paid for by ☒ Purchaser ☐ Seller.

10. CONDITION OF PROPERTY: NEITHER SELLER NOR BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Purchaser has the duty to determine any and all conditions of the property material to Purchaser's decision to buy the property, including, but not limited to, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the size and area of the property; construction materials and workmanship, including floors; structural condition; utility and sewer or septic system availability and condition; subsurface and subsoil conditions, sinkholes, and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials including asbestos; existence of, or damage from, wood destroying insects and/or fungus; property access, easements, covenants, restrictions, developments, structures 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" "C" or "D" below, as selected by the parties. NOTE: LENDERS AND/OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE AND SEPTIC TANK INSPECTIONS (FOR WHICH REPAIRS MAY BE REQUIRED), BUT THIS DOES NOT ALLEVIATE PURCHASER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.

SELECT "A" OR "B" OR "C" OR "D" BELOW BY INITIALING - CHOICE MUST BE INITIALED BY BOTH PARTIES TO BE PART OF THIS CONTRACT.

10(A) Purchaser declines to inspect property either personally or through professionals of Purchaser's choosing, and no repairs will be required of Seller. Purchaser agrees to accept the property in "AS IS" condition, including ordinary wear and tear to the closing.*

10(B) 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. In consideration for this sales price, Purchaser accepts total responsibility for all repairs, improvements and/or defects in property.*

10(C) 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 sales associate 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, 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 10(C) SHALL NOT EXCEED \$ _____. If such repairs exceed this amount and Seller refuses to 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.

9. Seller Initials

9. Purchaser Initials

10(A) Seller Initials

10(A) Purchaser Initials

10(B) Seller Initials

10(B) Purchaser Initials

10(C) Seller Initials

10(C) Purchaser Initials

16. SELECTION OF ATTORNEY: Purchaser and Seller hereby agree to share equally the fees of a closing attorney:
☒ YES ☐ NO

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 by an attorney of their own choosing, at their own expense, in connection with this contract.

16. Seller Initials

EW

16. Purchaser Initials

LM

17. PERSONAL PROPERTY: Any personal items remaining with the property shall be at no additional cost to the Purchaser; shall not add to the value of the property; shall be in "AS IS" condition with no warranties unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included in "ADDITIONAL PROVISIONS" below or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items).

18. In this contract the undersigned Seller agrees to pay JOHNSON-RAST & HAYS CO., INC. AND _____ a commission as per separate contractual agreement.

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

20. 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, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein.

ADDITIONAL PROVISIONS

*SELLER to Respond to this offer w/ 8 hrs. after receipt.
 Time is of Essence.*

*Retaining Wall to basement to be finished in like manner
 with material of home.*

Purchaser to respond to this counteroffer by 10 a.m. 7/23/97.

*Closing funds to be distributed to builder less \$16,800.00
 to be paid by closing attorney directly
 to Brewer Cabinets.*

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. IT IS AGREED TO BY ALL PARTIES TO THIS CONTRACT THAT SIGNATURES MAY BE OBTAINED ON FACSIMILE COPIES FOR THE PURPOSES OF CONTRACTUAL AGREEMENT. THEREFORE, THESE FACSIMILE SIGNATURES SHALL BE DEEMED LEGAL AND BINDING.

Kathie Welch

Witness to Purchaser's Signature(s)

[Signature]

Witness to Seller's Signature(s)

Purchaser

Dini McConnell

(DATE)

7-22-97

(DATE)

Purchaser

[Signature]

7-22-97

(DATE)

Seller

Seller

(DATE)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein above set forth. ☐ Cash ☒ Check

AGENCY First Real Estate

BY

[Signature]

(DATE)

7/97

6413

FIRST REAL ESTATE CORPORATION
Vestavia Office

ADDENDUM TO SALES CONTRACT

In reference to Agreement of Sales between
Kirk & Linzi McConnell
the Purchaser, and
Steve Cobb Construction
the Seller, dated 7/24/97 covering real property
commonly known as:
8141 Castlehill Road

The undersigned Purchaser and Seller hereby agree:

Builder will make all repairs necessary to provide
a dry basement at the time of closing, and will
remain dry for minimum of 5 years.

Seller warrants this basement to be dry for
5 years in lieu of 10 year term of Warranty

All other terms and conditions of said Agreement of Sale shall remain the same.

The herein agreement upon its execution by both parties is herewith made an integral part of the aforementioned Agreement of Sale.

Date 8/11/97

Date

Purchaser

Seller

Linzi McConnell

Seller

Purchaser

Kathie Welch

Witness

Witness

502-4153 David G. Gattard
502-4597 Beepers

JOHNSON-RAST & HAYS

REAL ESTATE

The Expected Leader

Revised 10/96

ADDENDUM

The terms and conditions of this Addendum are a part of that certain contract dated July 24, 1997, between the undersigned Purchaser(s) and Seller(s).

Undersigned seller and purchaser agree to increase purchase price to \$448,500.⁰⁰ from original price of \$432,500.⁰⁰. This increase will cover amounts itemized on additional sheet to be reimbursed to purchaser for monies spent during construction. This amount will be equal to \$16,000.⁰⁰, this to be paid at closing.

Home to be completed and closing to be scheduled on or before October 30, 1997.

Time is of the Essence.

Home to be completed in workmanlike manner.

Kathie Helch

Witness to Purchaser's Signature(s)

Phil B. [Signature]

Witness to Seller's Signature(s)

Liz McConnell

Purchaser

(DATE)

Purchaser

(DATE)

Seller

(DATE)

Seller

(DATE)

NOV 03 1997

October 31, 1997

Via Facsimile: (205) 823-6413

Mr. Steve Cobb
c/o Mr. David Garrard
First Real Estate
2534 Rocky Ridge Road
Vestavia, Alabama 35243

RE: 8141 Castlehill Road, Hoover, Alabama

Dear Mr. Cobb:

I am writing to you again via your registered agent, Mr. David Garrard, since you have never provided an address or fax number to contact you directly. I ask that Mr. Garrard, as your agent, deliver this correspondence to you.

As stated in my correspondence to you dated October 29, 1997, the October 30, 1997, closing date set forth in the addendum to the July 24, 1997, sales agreement on the above referenced property, is an essential term of the agreement. Since you advised my agent, Ms. Kathie Welch, earlier this week that you would not have the residence completed and closed by October 30, 1997, you are in material breach of the sales agreement.

My spouse and I have elected to exercise our contractual remedy to rescind the sales agreement and will not close on the property. As a result of your breach, we have been damaged and will require you to make us whole for your breach of this agreement. The following are a summary of our damages to date:

A. Earnest money	\$ 7,500.00
B. Allowances paid on builder's behalf	\$ 5,668.51
C. Overages invested in property	\$13,767.44
D. Greystone Mailbox purchase	<u>\$ 365.00</u>
	\$27,209.95

Additionally, the following payments are owed to the subcontractors listed below whom we dealt with directly at your request:

A. Brewer Cabinets and Millworks	\$13,009.00
B. Craftstone Solid Surface Products (kitchen counter tops)	<u>\$ 1,450.00</u>
	\$14,459.00

Two additional subcontractors who are owed money as overages invested in your property are:

A. Enviroscapes	\$ 368.00 ✓
B. The Pied Piper (cut glass window-master bath)	<u>\$ 350.00</u> (you owe an additional \$500.00 \$ 718.00 pursuant to sales contract)

We have, of course, sustained additional consequential damages due to your breach of this agreement. However, we are willing to resolve this matter at this time for a payment from you to us in the amount of \$27,209.95, proof of payment by you to the subcontractors listed in the latter two categories above, and a full release and indemnification agreement from you protecting us from any claims by any parties in interest such as subcontractors.

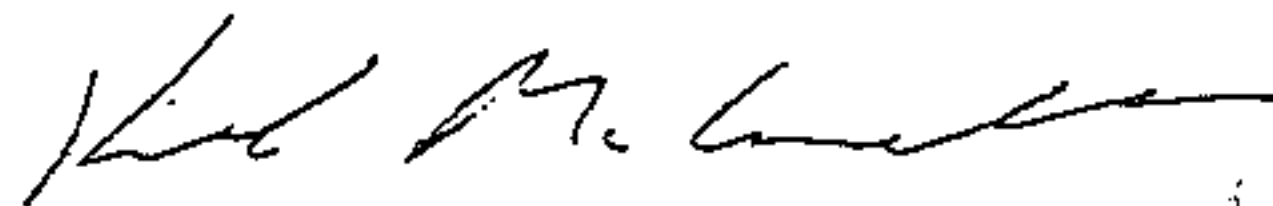
I believe it is in both parties interest to resolve this matter quickly and for you to put the residence back on the housing market. If we can not reach agreement on the payments demanded above, I will be forced to take appropriate legal action including, but not limited to, placing a lien on the property to protect my family's interest in this matter. If legal action is required, I will also seek my attorneys' fees and costs in prosecuting my claim. Finally, please be advised that we are represented in this matter by Mr. Ed Hardin, Esquire, and any future communications should be made directly with Mr. Hardin at the following address and telephone number:

Edward L. Hardin, Jr., Esquire
Hardin & Hawkins
The Highland Building
2201 Arlington Avenue
Birmingham, AL. 35205

(205) 930-6900 - telephone number
(205) 930-6910 - fax number

If Mr. Hardin has not been contacted by you or your representative by November 14, 1997, to resolve this matter, I will proceed with legal action.

Respectfully,



Kirk D. McConnell

Inst # 1997-41502

12/22/1997-41502
12:00 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
018 MCD 53.00

cc Ed Hardin, Esq.
Kathie Welch
David Garrard