

## GENERAL RESIDENTIAL SALES CONTRACT

Form approved by Birmingham Area Board of REALTORS®

7/13/88

(Previous Forms Obsolete)

The undersigned Purchaser(s) James M. Dozier / Debra L. Dozier hereby agrees to purchase and the undersigned Seller(s) Conor S. S. Dozier 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 Wilsonville County of Shelby, Alabama, on the terms stated below: Address 2350 Blue Springs Road and legally described as Lot Block 876,000 Survey 17,000

Map Book 84800 Page 65,0001. THE PURCHASE PRICE: shall be \$ 65,000 payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the Agent

\$ 100.00 15,000

Cash on closing this sale

\$ 100.00 15,000

Offer subject to 588 New Thomas  
Section 10. 600 and Concessions Curb, 2000  
All Curbings for the Kitchen. PBM  
2. Function to support above lines of  
3. Purchaser buying home as is  
4. Seller to finance Franklin Bonds - Treated.  
5. Purchase/Seller to Split Attorney fees  
Offer subject to Purchaser - Assessing note  
ADT to exceed 27,000 and not to exceed 970  
Interest  
Offer subject to Purchaser obtaining suitable  
financing within 100 days from acceptance of contract  
Purchaser to have 70 days to check  
Bank Plus Right Lines and his satisfaction  
Kovacs Real Estate

## 2. AGENCY DISCLOSURE: The listing Agency

represents the Seller (unless otherwise stated), and the selling Agency

represents  Seller  Purchaser.Seller's Initials JMDPurchaser's Initials JMD

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:

Seller's Initials

Purchaser's Initials

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 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 to closing shall conclusively establish that Seller has satisfied this covenant.

Seller's Initials

Purchaser's Initials

2501 P.M. SHELBY COUNTY JUDGE OF PROBATE

005 MCD

D. All repairs required of Seller under B(1) C (check the paragraph(s) to which the dollar ceiling applies) shall not exceed \$ \_\_\_\_\_. 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 \_\_\_\_\_ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess. MD

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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. WV

Seller's Initials \_\_\_\_\_

Purchaser's Initials Kovakos, Ken, 26, 16, 16

4. EARNEST MONEY & PURCHASER'S DEFAULT: Seller hereby authorizes the listing Agency, \_\_\_\_\_, 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 Deed 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 MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, Agri, 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.

9. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 2/27/91, 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 2/27/91 at the time of the deed. If the Property is then vacant; otherwise, possession shall be delivered on Closing 2/27/91 at 10:00 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 WARRANTS 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) None, 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.

Witness to Purchaser's Signature(s)

George A. Kovakos  
Kovakos & Galt, Inc.

Witness to Seller's Signature(s)

Purchaser

(SEAL)

Purchaser

(SEAL)

Seller

(SEAL)

Seller

(SEAL)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth CASH  CHECK  
FIRM Kovakos Realty, Inc.

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 Kovakos Realty, Inc. as Agent, a commission in the amount of Defersed to receive on Hwy 45 #2,500.

Seller

(SEAL)

Seller

(SEAL)

11/24/97

KorAKAS REALTY  
Hwy 25  
Wilsonville, AL

HAND DELIVERED

Dear Penny & Tim:

In accordance with your prior conversation with us, our listing of the 18 1/2 acres on Hwy 48 is withdrawn effective December 1. (I hope you sell it between now & then).

Please don't take this letter as a personal matter or indication of dissatisfaction on our part. It is purely a business matter to give the property a fresh start on the market since you have had it for over three years.

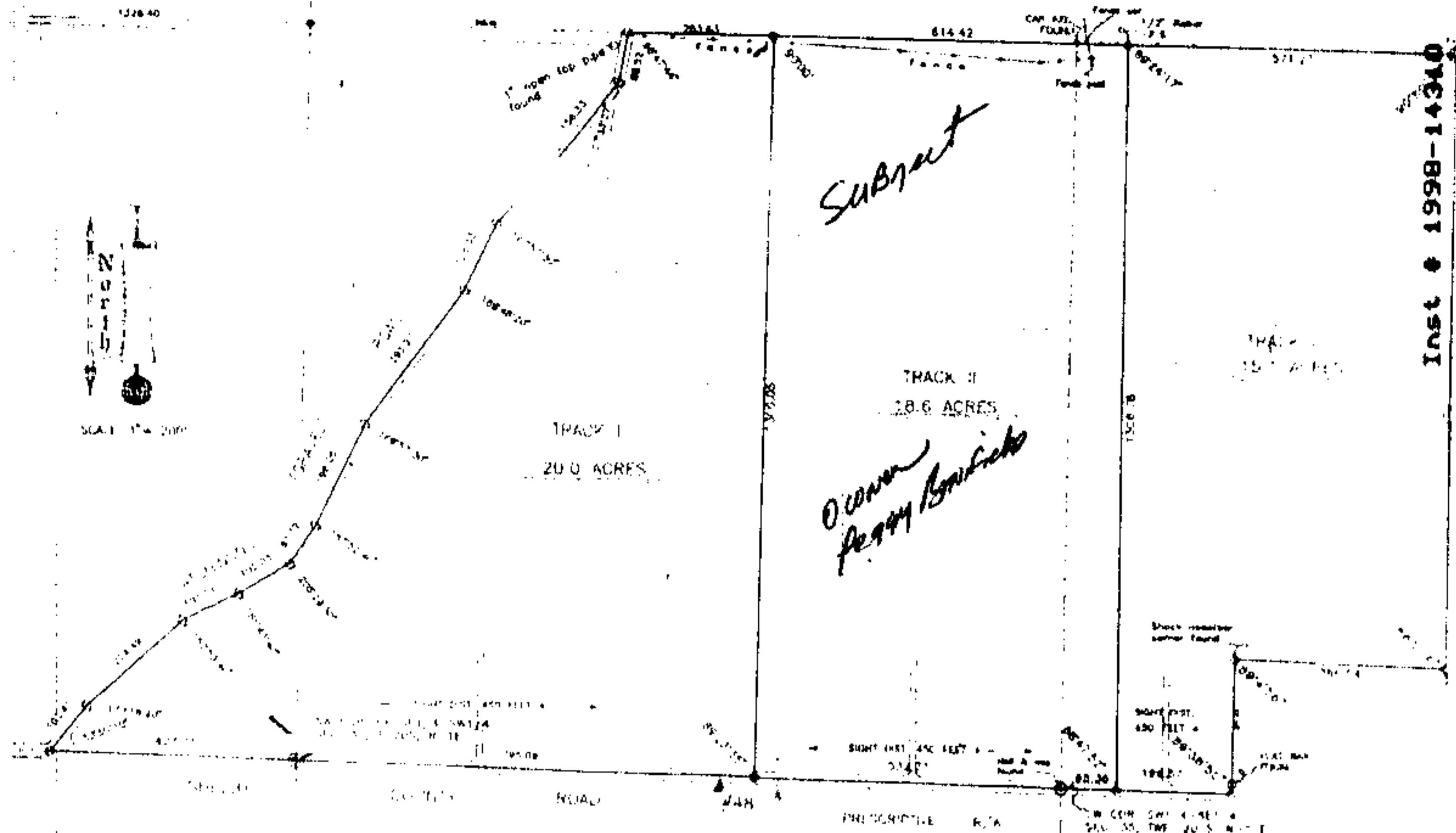
Please keep this letter as a written acknowledgement of our prior agreement that you be paid \$2,500<sup>00</sup> out of the proceeds of sale of the property as commission on the house and six acres previously sold. We shall include that provision

with our new agent for the property,  
Donna Morris. Please cooperate with  
Donna in any way possible.

Previously, there was a question of liability  
for bushhogging the property. I previously  
discussed the matter with both of you,  
both prior to the bushhogging as well  
as after. I refused to agree to have  
the property bushhogged and objected to  
it immediately. Afterward, under the  
circumstances we have no liability to pay for  
the cutting. I'm certain you agree.

Thanks for all the effort you have made  
to sell the property and all the help  
you have been - and continue to be -  
to us.

Sincerely,  
Donna Morris  
Margaret (Peggy) Bonfield



# THE PERRY ESTATES

Registered Land Surveyors of Alabama do hereby certify that all parts of this survey and drawing have been in the requirements of the Minimum Technical Standards for Land Surveyors, in the State of Alabama.

Simmons, Kingster, Long, Patterson, of Alabama, and Phillip Jones, Condie Jones, and Peggy Bonfield and Lee, state that this part or map was made pursuant to a survey made by said surveyor and that said survey and this part or map is signed further, that this part or map is a true and correct map of lands shown therein and known as the subdivision into which it is proposed to divide said lands, giving the length and bearings of the boundaries, showing the streets, alleys and other grounds, giving the bearings, length, width and name of the corner of each lot in block, and showing the relation of the lands to the government survey, and stated that all cut corners and curve points as shown and designated by small open circles on said part or map are the owner of said lands and that the same are not subject to any mortgage.

57 Philip Johnson (owner)  
1312 9th St.  
Birmingham, AL 35202  
Connie Jones  
1312 9th St.  
Pleasant Grove, AL 35127  
Peggy Bonfield  
4410 Hampton Heights Dr.  
Birmingham, AL 35209  
Larry Niles  
2313 9th St., N.W.  
Birmingham, AL 35215  
2. wife

... as Notary Public in and for said County and State, do hereby certify that Thomas J. Simmers,  
a foregoing certificate in a witness, and Philip Jones, Connie Jones, and Peggy Ronfield and Lucy Rose,  
being the owners, of all which the above be the, acknowledged before me, on this date, that after been  
so long and trouble they intended impose number of the such indebtedness with the authority thereof.

EXERCISES

ANNUAL REPORT  
HAMILTON COUNTY PLANNING COMMISSION

THE HEALTH CENTER

Figure 10. The relationship between the total number of species and the area of distribution.

This exhibitor meets the requirements of the City of Milwaukee Health Department subject to certain conditions of approval and license issued by the City Health Department, which conditions are made a part of this permit. If set out herein.

of any parcel shown herein shall be placed without the written consent of the  
owner, and the property, including sites free of drainage problems.

est. # 1998-14310

04/21/1998 -14310  
12:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCB 18.50