

CLAIM OF OWNERSHIP

We , the undersigned do hereby certify that we have an equitable ownership interest in the property described on the attached EXHIBIT "A", which is a real estate contract for the real estate shown on the survey, ATTACHMENT "B". The property is located in Section 7, Range 1 West, Township 19 South entirely in Shelby County, Alabama.

Sidney D. Howard
Sidney D. Howard

Lynne F. Howard
Lynne F. Howard

Sworn to and subscribed before me this 30th day of September, 1998.

Miles D. Thompson
Notary Public

My commission expires 1-29-99

10/02/1998-38462
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 NEL 26.00

EXHIBIT "A"

LOTS OR OTHER UNIMPROVED LAND SALES CONTRACT

Form Approved by: Birmingham Association of REALTORS®, Birmingham, Alabama
May 1, 1997 (Previous forms obsolete)

Date: 3/28/98

The undersigned Purchaser(s) SIDNEY & LYNN F. HOWARD hereby agrees to purchase and

the undersigned Seller(s) WYNN UNDERSIGNED hereby agrees to sell the following

described lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City of _____
County of SHELBY, Alabama, on the terms stated below.

Address _____ and legally described as Lot _____ Block _____
Survey 9.6 ACRES IN NW 1/4, SEC 1, T19S, R15W, PARCEL No. 1 Map Book _____ Page _____

(SEE ATTACHED SURVEY MADE A PART OF THIS CONTRACT)

1A. THE PURCHASE PRICE shall be \$ 199,000.00 - payable as follows:

Earnest Money, receipt of which is hereby acknowledged by the Agent: _____ \$ 10,000.00 -

Cash on closing this sale: _____ \$ 189,000.00 -

1B. CONTINGENCIES RELATING TO PURCHASE: (State here any contingencies relating to Purchaser's obligation to purchase the Property - e.g., financing, zoning or subdivision approvals, environmental audits, subsurface or soils tests and examinations, or availability of utilities. If "none", so state.)

2. AGENCY DISCLOSURE: Print name of listing company, BRIGHAM-WILLIAMS

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 BRIGHAM-WILLIAMS

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 SDH LFH

Seller's Initials WYNN

3. EARNEST MONEY & PURCHASER'S DEFAULT: Seller and Purchaser hereby direct the Listing Company BRIGHAM-WILLIAMS to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Company. 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. If this Contract does not close and the earnest money is to be turned over to Seller or refunded to Purchaser pursuant to this Contract, Seller and Purchaser agree to execute a written release to the Listing Company affirming the proper disposition of the earnest money. In the event either Purchaser or Seller claims the earnest money without the agreement of the other party, the Listing Broker may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct or recover 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 this 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.

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Lots or Other Unimproved Land Sales Contract

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5. **SURVEY:** 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)

6. **PROBATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. **UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ADVANCE FOR PURPOSE OF PROBATION; 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 April 21, 1998, 19____ 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.

8. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by GENERAL warranty deed (check here ☐ if Purchaser desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. **THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND/OR MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, _____, AND HE 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 ITS INTENDED 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 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, subsurface condition, including the presence or absence of sinkholes, mining activity, wells, or buried tanks and other objects; soils condition; utility and sewer or septic tank availability and condition. Except as otherwise stated in this Contract, Purchaser accepts the Property in its present "as is" condition.

Purchaser's Initials SDH LFH

Seller's Initials 24y ✓

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) zoning or rezoning; (iii) subdividing; (iv) soils or subsurface conditions; (v) the availability of utilities or sewer service; (vi) the investment or resale value of the Property; (vii) projections of income or operating expenses; or (viii) any other matters affecting their willingness to sell or purchase the Property on 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 SDH LFH

Seller's Initials 24y ✓

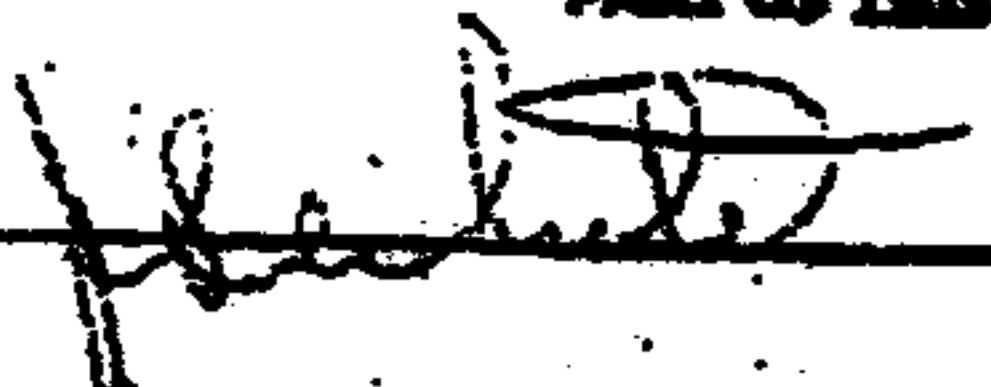
11. **SELLER WARRANTS** that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

12. **HAZARDOUS SUBSTANCES:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and Broker(s) shall not be held responsible therefor.

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- 13. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.
- 14. 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 each sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this Contract, and the closing, by an attorney of their own choosing at their own expense.
- 15. 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 BROKERS AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS.
- 16. 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.
- 17. 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.
- 18. LITIGATION:** In the event either party institutes litigation to enforce its rights under this Contract, the prevailing party shall be entitled to recover its litigation costs, including court costs and reasonable attorney fees.
- 19. ADDITIONAL PROVISIONS** set forth on the attached addendum(s) A & B 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 supercedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.
- 21. SELLER WILL PROVIDE SURVEY.**

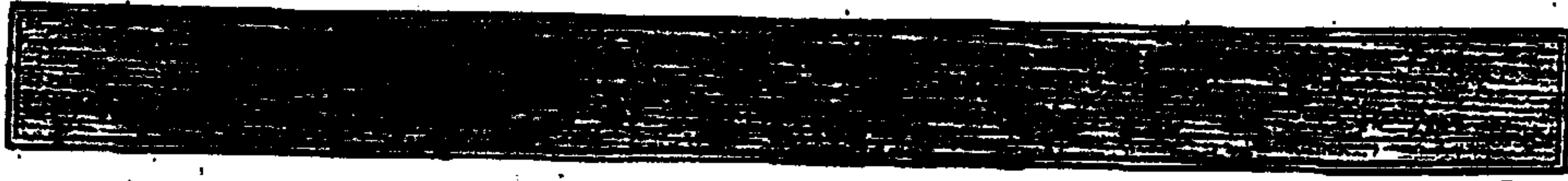
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.



Witness to Purchaser's Signature
Pony Jones 3/29/98

Sidney C. Howard 3/29/98
Buyer (Date)
Samuel F. Howard 3/29/98
Buyer (Date)
Don E. Uyem 3/29/98
Seller (Date)

Witness to Seller's Signature



ADDENDUM

The terms and conditions of this Addendum form a part of that certain Sales Contract dated

MARCH 28, 19 98 between the undersigned Purchaser(s) and Seller(s).

The closing of the property covered by this contract shall be carried out in two phases. The closing dates stated below will supersede the date shown in paragraph 7 of the contract.

Under phase 1 the property described in "Attachment A" and consisting of +/- 8.8 acres will be sold for \$193,000.00. The closing of this phase will be completed on or before May 8, 1998.

Under phase 2 the property described in "Attachment B" and consisting of +/- .8 acres will be sold for \$6,000.00. The closing of this phase will be completed within 15 days after perfection of the title.

Sidney O. Howard 5/1/98
Purchaser Date

Lynne F. Howard 5/1/98
Purchaser Date

Constance J. Howard 5/5/98
Seller Date

Paul Ridgley Wynn 5-5-98
Seller Date

Thomas Edward Wynn 5/6/98
Seller Date

[Signature]
Witness

[Signature]
Witness

Geneva M. Dope
Witness

James S. Constantino
Witness

Lisa Harger
Witness

SRW
Zujun

ATTACHMENT A

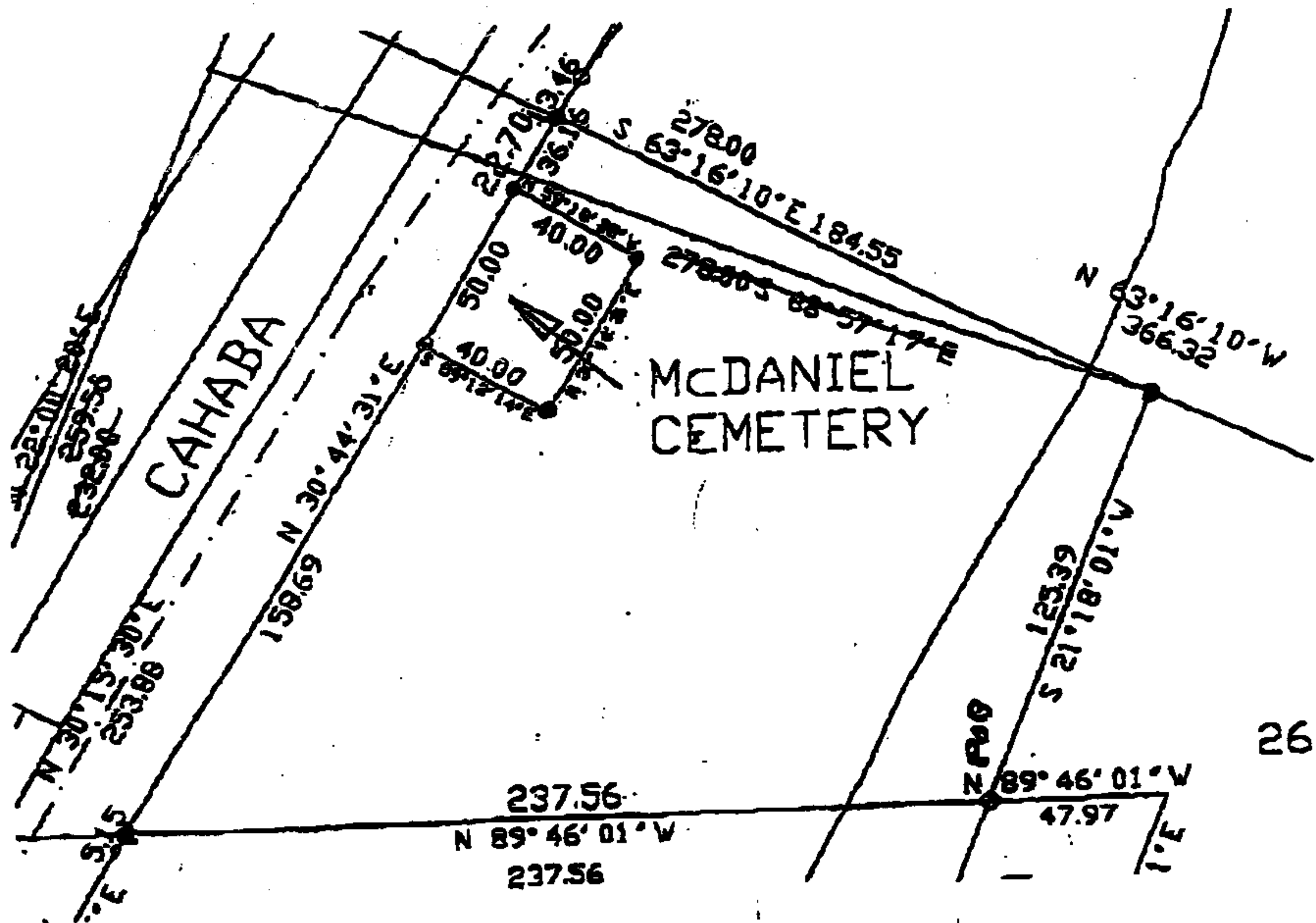
Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, and run North 89 degrees 47 minutes 51 seconds West for 390.00 feet to the Point of Beginning; thence continue North 89 degrees 47 minutes 51 seconds West for 114.46 feet; thence North 01 degrees 07 minutes 30 seconds East for 106.00 feet; thence North 63 degrees 16 minutes 10 seconds West for 366.32 feet to the point of intersection with the Easterly right of way line Cahaba Valley Road (Highway No. 119), thence North 30 degrees 44 minutes 21 seconds East for 13.46 feet to a point of curve to the right, said curve a central angle of 9 degrees 44 minutes 30 seconds and a radius of 3979.93 feet; thence North 35 degrees 36 minutes 46 seconds East for an arc distance of 676.59 feet; thence South 61 degrees 14 minutes 32 seconds East for 502.72 feet, more or less to the Point of Intersection with the East line of said 1/4-1/4 section; thence South 01 degrees 7 minutes 30 seconds West for 171.70 feet thence South 24 degrees 10 minutes 49 seconds West for 229.77 feet; thence North 89 degrees 47 minutes 51 seconds West for 210.00 feet; thence South 24 degrees 10 minutes 43 seconds West 229.83 feet to the Point of Beginning.

ATTACHMENT B

SDH
C.L.
TRW
Zup

CORRECTION AT THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA AND RUN NORTH 89° 47' 51" WEST FOR 797.51 FEET, THENCE NORTH 21° 18' 01" EAST FOR 7500 FEET AND POINT OF BEGINNING, THENCE NORTH 89° 46' 01" WEST FOR 237.56 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF CANABA VALLEY ROAD (HIGHWAY 119), THENCE NORTH 30° 44' 21" EAST FOR 138.69 FEET TO THE WESTERLY CORNER OF MCDANIEL CEMETERY, THENCE SOUTH 59° 12' 34" FOR 40.00 FEET, THENCE NORTH 30° 44' 21" EAST FOR 30 FEET, THENCE NORTH 59° 18' 26" WEST FOR 40.00 FEET, THENCE NORTH 30° 44' 21" WEST FOR 22.70 FEET, THENCE SOUTH 63° 16' 10" EAST FOR 184.55 FEET, THENCE SOUTH 21° 18' 01" WEST FOR 1253.39 FEET TO POINT OF BEGINNING.

Inst # 1998-38462



10/02/1998-38462
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE