

STATE OF ALABAMA)
SHELBY COUNTY)

NOTICE OF CLAIM OF LIEN AND OTHER RIGHTS

KNOW ALL MEN BY THESE PRESENTS; that the undersigned, Richard E. Plier (together with his wife Roxie W. Plier) by virtue of monies in hand paid totaling in excess of One Hundred Twenty-five Thousand and No/100 Dollars (\$125,000.00), to James N. Carroll do hereby claim a resulting trust, equitable mortgage and lien of whatever description authorized by law against the following described property owned by James N. Carroll and Betty L. Carroll, located in Shelby County, Alabama; to wit:

Lot 31, Block 2 Norwick Forest Subdivision, Third Sector, Second Phase as recorded in Map Book 23, Page 121 Office of the Judge of Probate of Shelby County, Alabama; and

Lot 31-A of Carroll's Subdivision, being a resurvey of Lots 31 and 32 Norwick Forest, Third Sector, Second Page as recorded in Map Book 25, Page 43 Office of the Judge of Probate of Shelby County, Alabama.

The sums heretofore referred to were advanced pursuant to Agreement a true copy of which is attached hereto as Exhibit A and said sums were used in the improvements constructed upon the above described Real Property.

Done this 12 day of May, 1999.

Richard E. Plier
Richard E. Plier

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that RICHARD E. PLIER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of MAY, 1999.

[Signature]
Notary Public

My Commission Exp. 3-1-2002

LOTS OR OTHER UNIMPROVED LAND SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Birmingham, Alabama
May 1, 1997 (Previous forms obsolete)Date 7-4-98The undersigned Purchaser(s) RICHARD E and ROXIE W. PIER hereby agrees to purchase andthe undersigned Seller(s) JAMES N. CARROLL DBA JBT CONST hereby agrees to sell the followingdescribed lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City of ALABASTER
Address NORWICK FOREST SUBDIVISION County of SHELBY Alabama, on the terms stated below
Survey 3RD SECTOR 2ND PHASE and legally described as Lot 31 Block 2
Map Book 23 Page 1211A. THE PURCHASE PRICE Shall be \$ 250,000.00 payable as follows:

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

Cash on closing this sale including a trade allowance of \$125,000.00 \$ 5,000.00
On Purchaser's Present Residence at 1442 Sycamore Trail - Auburn, AL 36817 \$ 245,000.00

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 audit, subsurface or soils tests and examinations, or availability of utilities. If "none", so state.)

① Price includes Lot 31 Block 2 and house to be constructed according to Plans and Specs same as Lot 32 known as 115 Kingsley Park Norwick Forest Sub.
② Also great addition attached - one level with un-finished basement.
③ Subject to Purchaser's ability to obtain financing

2. AGENCY DISCLOSURE: Print name of listing company, _____

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 RPSeller's Initials JNC3. EARNEST MONEY & PURCHASER'S DEFAULT: Seller and Purchaser hereby direct the Listing Company JIM CARROLL / JBT CONST 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.

The 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.

5. SURVEY: Purchaser ☐ does ☐ does not require a survey by a registered Alabama land surveyor of Purchaser's choosing. If not otherwise agreed herein, the survey shall be at Purchaser's expense. (NOTE: Lender may require a survey)

6. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage 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 existing escrow deposits shall be credited to Seller. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAX, 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 _____, 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 _____, 19____, at _____ ☐ a.m. ☐ p.m.

8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by _____ warranty deed (check here ☐ if Purchaser desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in the 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 NOW OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, _____, 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 ITS INTENDED PURPOSES.

9. CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY SALESPERSON MAKES ANY REPRESENTATION 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 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 the Contract, Purchaser accepts the Property in its present "as is" condition.

Purchaser's Initials RRP

Seller's Initials JNC

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 RRP

Seller's Initials JNC

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.

The purchaser 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 professionals. Because of varying state and local laws competent legal or other advice should be secured before using any form.

13. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): In the course 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 third-party 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 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) _____ 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, 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.

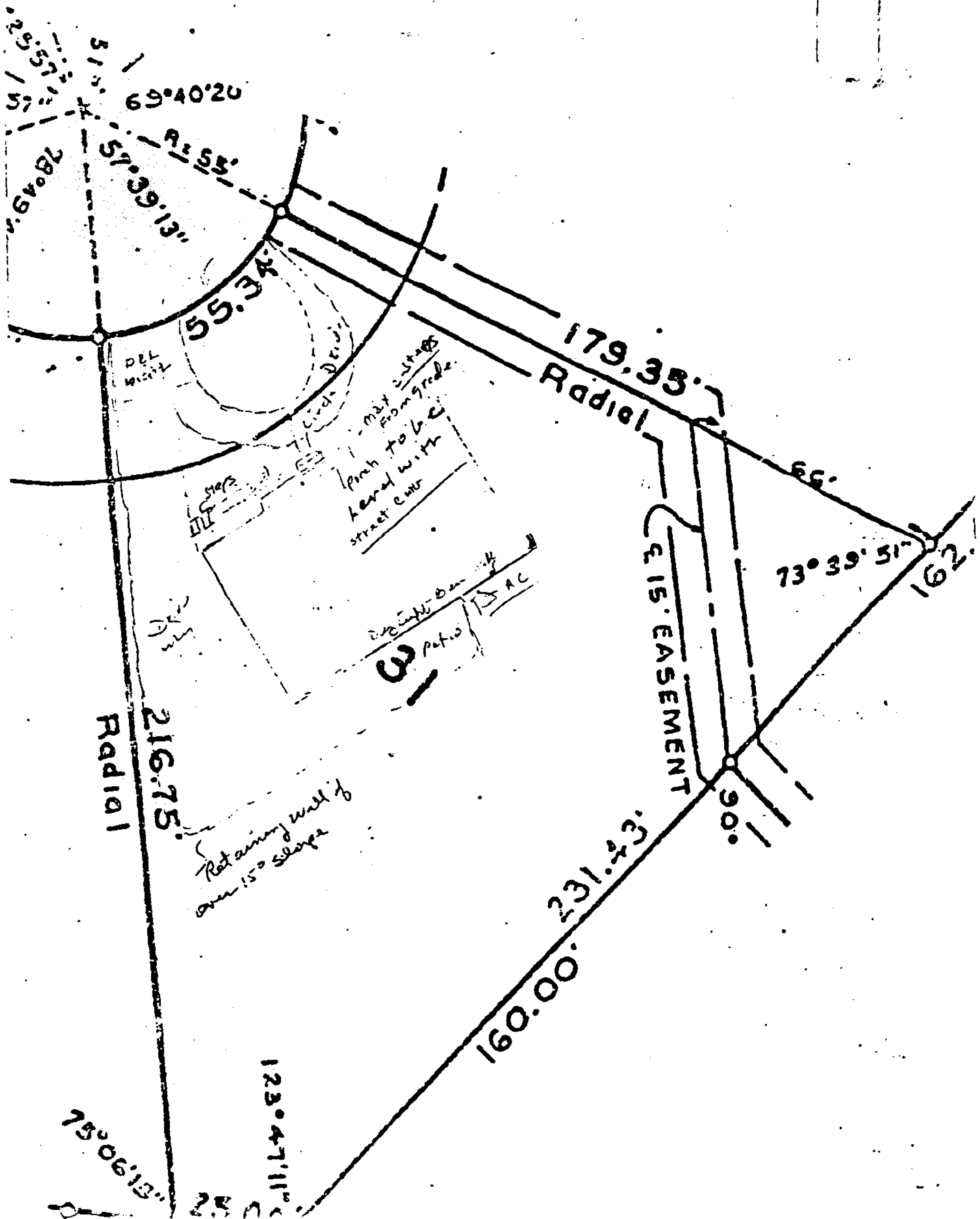
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

James N. Canell
Witness to Purchaser's Signature

Richard E. Pleis
Witness to Seller's Signature

Richard E. Pleis 7/4/98
Purchaser (Date)
Ralph W. Pleis 7/4/98
Purchaser (Date)
James N. Canell 7/4/98
Seller (Date)

EARNEST MONEY: Final receipt is hereby acknowledged of the earnest money as herein above set forth.	
BROKER <u>JAC/JBT Const</u>	BY ☐ CASH ☒ CHECK
DATE <u>7-4-1998</u>	



Home at 115 Kingsley Circle

Addendum to Cost

has the following:

1. Recessed lights in Kitchen & den
2. Kitchen has overhead lighting also.
3. Lighting under cabinets to light up counter tops
4. Spec. Tile in Kitchen, laundry room, kitchen pantry and master bath
5. Carpeted stairway to attic and basement.
6. Door in basement from stairway
7. Ceiling fans with lights w/ wall switches in den, all bedrooms and deck.
8. Two (2) sinks in master bath, whirlpool tub and sep. shower
9. Walk in closets in bedroom - lighted - with wire shelving
10. Two (2) walk in closets in master bath lighted
11. Ceramic Tile (6") in 2nd bath and 1/2 bath.
12. Wash basin in laundry room and wire shelving
13. Pantry in kitchen w/ wire shelving
14. Jazzy Sinks in cabinets of kitchen both corners.
15. Marble fire place w/ marble
16. Gas log, non-vented
17. Basement egypt wall. extra Gas Valve.
18. Central Vacuum.
19. Intercom. Complete
20. Dual phone line provided
21. Security system providing 2nd.
22. Central heat (gas) B-E-E-R and Air 1. SEER rated.
23. All Built except for place offsite
24. Dimensioned 25 yr. Roofing, Dringles, 11. II

Page 2 of Addendum to Contract -

- 26 Tilt-in Double Pane-tinted windows
- 27 Leaded Glass Front door with leaded glass side lights
- 28 Porch Columns - iron wood?
- 29 Roof Turbine (-)
- 30 Hardwood Floors, Den, Dining Room, ~~Living Room~~, Foyer & Hall
- 31 Glass Block window in Master Bath
- 32 Tray Ceiling Den
- 33 Crown Molding throughout 5" Cove Crown Molding
- 34 Chair Rail in Dining Room
- 35 And all other items in House at 115 Kingsley Circle not mention above.
- 36 - Basement unfinished except rough-in for bath - Basement wall Painted - Paint furnished for floor - Labor by others.

Accepted by: James N. Carroll
Builder

accepted by: Richard E. Plin 7/4/98
Buyer

accepted by: Rosie V. Plin 7/4/98
Buyer

Addendum # 2

Lot 31

1. Set Back 70-75' From Curb
2. Circle Driveway in front
3. Driveway to Basement -
4. Retaining wall off driveway if over 15° slope
5. Steps from driveway thru retaining wall to front steps of house.
6. Back wall of basement to be Daylight - with side door, opening under deck, and door on garage end.
7. Back wall of basement to have a min of 3 windows (2 opp of garage door)
8. Concrete under deck full width - fronting full width driveway.
9. Furnish a list of door fixtures, Bath and sink fixture, lighting fixture and fans used in house at 115 Kingley Road - Norwich Forest - Alabaster, Al
10. Same as house at 115 Kingley Road - Norwich Forest with the following exceptions

Owner * 1. Triple sink, Porcelain Enamelled, in Kitchen - Boyer Co

2. Gas Stone

3. Gas cut-off valve on Deck.

Owner * 4. Gas ^{light} on Mail box Brick Column (Mail box open)

5. Cabinets in Bath to be white

6. ~~Fencer~~ grass soded yard.

\$15,000⁰⁰ plus title ^(paid) to house at 1442 Seymour Road Alabaster, Al. 35007. Clearing cost to be paid by ~~both~~ Both

Approved by P. T. 15 PP 7/4/98

This is an agreement between James N. Carroll and Richard E. Plier
that an allowance of 1% per month (prorated per day for part of
month) reduction of purchase price of house being built at 120
Norwick Abbe Circle. From this date ^{Aug} ~~Aug~~ ²⁴ ~~24~~ 1999 until date
of closing for every dollar prepaid toward the purchase of said
house. All moneys prepaid will be insured by James N. Carroll during
said period either by Life Insurance or Estate Loan.
Should a difference in contract arise all moneys with interest will
be refunded to Richard E. Plier.

SIGNED:

James N. Carroll
JAMES N. CARROLL

DATE:

8/22/98

SIGNED:

Richard E. Plier
RICHARD E. PLIER

DATE:

8/24/98

X Richard E. Plier
Witness to Sellers Signature

X James N. Carroll
Witness to Purchaser's Signature

Inst # 1999-20111

05/12/1999-20111
04:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

009 MMS

28.50