20020725000346170 Pg 1/7 29.00
Shelby Cnty Judge of Probate,AL
07/25/2002 16:05:00 FILED/CERTIFIED

NOTICE OF PENDING ACTION PURSUANT TO §35-4-131, CODE OF ALABAMA, 1975 AS AMENDED

TAKE NOTICE that:

1. Eric M. Musso as Plaintiff has filed a Complaint for specific performance of a contract for the purchase of property and for damages in the Probate Court of Shelby County, Alabama in Case #CV-2002-939 said Complaint being filed on July 25, 2002. The style of the case is as follows: **ERIC M. MUSSO, an individual, v. CLARK BAKER, III, an individual**.

2. The legal description sought in the Complaint is as follows:

   Lot 252, according to the Survey of Brook Highland 6th Sector 3rd Phase, as recorded in Map Book 15, Page 105, in the Probate Office of Shelby County, Alabama.

3. The name of the Plaintiffs is Eric M. Musso. The name of the Defendant is Clark Baker, III.

BY: Leslie M. Klasing

Leslie M. Klasing
Gorham & Waldrep, P.C.
2101 6th Avenue North, Suite 700
Birmingham, AL 35203
205-254-3216

RealtySouth

General/Financed Contract
Revised 4/6/2000

Date June 14, 2002

The undersigned Buyer(s) Eric M. Musso (Print Name) hereby agrees to purchase, and the undersigned Seller(s) Baker, CLARK III (Print Name) hereby agrees to sell the following described real estate, together with all improvements, shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of ______, County of Shelby, Alabama on the terms stated below

Address: 4312 Ashington Drive 35242

Legal Description: Lot 255 Block ______ Survey 3rd Phase

Map Book 15 Page 105

Buyer and Seller acknowledge, 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 .... $ ~~285,000.00~~ ~~284,900~~ ~~$295,774.00~~

Earnest Money (Receipt of which is hereby acknowledged by the Agent) .... $ 1,000.00

(A) FINANCING: (Check as applicable)

☐ (1) Buyer will pay cash for the property with no financing contingency.

☒ (2) This contract is contingent on Buyer obtaining loan approval as specified in (a) or (b) below by ______

(a) ☒ Conventional ☐ FHA ☐ VA financing for $______ or 95 % of the purchase price at the prevailing interest rate and loan costs (if FHA or VA, see attached addendum).

(b) Seller financing or assumption of mortgage (see attached addendum). *5 WORKINGS

Buyer will apply for financing within ~~10 working~~ days from finalized date (5 days if not specified) and will provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this contract if (i) Buyer, after using diligence and good faith, cannot obtain the financing, or (ii) the financing is denied because the property appraises below the purchase price and either the Buyer elects not to proceed or the parties are unable to renegotiate the purchase price, in this event, all earnest money shall be promptly refunded to Buyer.

(B) LOAN CLOSING COSTS AND PREPAID ITEMS: Loan discount, if necessary for obtaining the required loan, not to exceed ______ % of the amount of the approved loan, shall be paid by ☐ Seller ☒ Buyer. All other loan closing costs and prepaid items are to be paid by the Buyer unless herein excepted. Seller's obligation to pay for any loan closing costs is contingent upon the closing of the sale. ~~Seller agrees to pay all of purchasers closing cost & prepaid~~

(C) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not to exceed $ to be negotiated (no payment if left blank).

2. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before July 26, 2002 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 ~~July 26~~ 28th, 2002 at ~~Closing (AM) (PM)~~ NOON.

NOTE: If Buyer 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.

3. EARNEST MONEY & BUYER'S DEFAULT: Seller and Buyer hereby direct the Listing Broker, LAH-OTM 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 Broker. In the event Buyer 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. In the event either Buyer or Seller claim the earnest money without the agreement of the other party, the holder of the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel this agreement if the earnest money check is rejected by the financial institution.

EXHIBIT
A

4. AGENCY DISCLOSURE: LAH

The Listing Company is: LAH

(Two blocks may be checked)

☑ An agent of the seller

☐ An agent of the buyer

☐ An agent of the both seller and buyer, and is acting as a limited consensual dual agent

☐ Assisting the ☐ buyer ☐ seller as a transaction broker

The Selling Company is: RealtySouth

(Two blocks may be checked)

☐ An agent of the seller

☑ An agent of the buyer

☐ An agent of the both seller and buyer, and is acting as a limited consensual dual agent

☐ Assisting the ☐ buyer ☐ seller as a transaction broker

Seller(s) Initials | | | Buyer(s) Initials | | |

5. TITLE INSURANCE: Seller agrees to furnish Buyer 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 Buyer 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 Buyer, even if the mortgagee is the Seller.

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

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/fees, if any, are to be prorated between Seller and Buyer 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 Buyer by General warranty deed (check here ☐ if Buyer(s) desires title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this contract. Seller and Buyer 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 Buyer 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 Buyer to determine, prior to closing of this contract, whether or not the foregoing materially impairs the use of the property for intended purposes.

9. HOME WARRANTY: Buyer ☑ does ☐ does not ~~require a home warranty policy at closing to be paid by~~ ☐ Buyer ☑ Seller at a cost not to exceed $ 400.00 NO

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

Buyer understands and agrees that *RealtySouth* and its sales associates lack the expertise to determine the condition of a property, and therefore, Buyer will not rely on any statements or omissions made by *RealtySouth* 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.**

11. CONDITION OF PROPERTY: Neither seller nor broker nor any sales associate makes any representations or warranties regarding condition of the property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the property material to Buyer'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 existence of asbestos; the size and area of the property; construction materials and workmanship; structural condition; utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; 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. Buyer shall have the opportunity to determine the condition of the property in accordance with "A" "B" or "C" below, as selected by the parties. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections and until closing. 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 REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.**

(A) Buyer agrees to accept the property in "AS IS" condition, including ordinary wear and tear to the closing. Seller gives no warranties on any systems or appliances being in good working order either now or at the time of closing and in consideration for this sales price, Buyer accepts total responsibility for all repairs, improvements, and/or defects in the property. Walk-through will be to determine only that no further deterioration other than ordinary wear and tear has occurred.

(a) Seller(s) Initials | | |

(a) Buyer(s) Initials | | |

(B) Buyer has inspected the property, either personally or through others of Buyer'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 to (1) deliver the heating, cooling, plumbing, electrical systems and any built-in appliances in normal operating condition at the time of closing: and (2) perform the following: ______________________________. REPAIRS REQUIRED OF SELLER UNDER PARAGRAPH 11(B) SHALL NOT EXCEED $______________ (None if left blank). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess **OR** (if not prohibited by Buyer's lender) accept the property with the limited repairs **OR** accept the specified ceiling amount at closing as a reduction of the purchaser price, and this sale shall be closed as scheduled, **OR** Buyer may cancel this contract by notifying Seller in writing within __________ hours of Buyer's receipt of Seller's notice of refusal to pay the excess.

(b) Seller(s) Initials

(b) Buyer(s) Initials

(C) Buyer requires additional inspection of the property at Buyer's expense. Promptly after Seller's acceptance of this contract, Buyer shall either personally or through others of Buyer's choosing, inspect and investigate the property. (1) If such inspections reveal condition(s) unsatisfactory to Buyer ("unsatisfactory condition(s)"), Buyer may, at Buyer's option, (a) terminate this contract or (b) request that Seller correct the unsatisfactory condition(s). Buyer shall exercise this option by written notice to Seller delivered to Seller on or before 5:00 PM on June 26, 2007 which notice shall specify the unsatisfactory condition(s) the Seller is required to correct or that caused Buyer to elect to terminate this contract. (2) If Buyer elects to terminate this contract as a result of the inspection, the Seller shall promptly sign the mutual release directing the return of Buyer's earnest money. (3) If Buyer instead requests Seller to correct the unsatisfactory condition(s), Seller shall notify Buyer by written notice within 2 days of receipt of such request whether Seller is willing to correct the unsatisfactory condition(s). (4) If Seller elects not to correct the unsatisfactory condition(s), Buyer shall notify Seller by written notice delivered to Seller within 2 days of receipt of Seller's refusal to correct the unsatisfactory condition(s), that Buyer elects either (a) to terminate this contract and receive a refund of the earnest money, **OR** (b) to waive in writing the request for correction of unsatisfactory condition(s) and proceed to close the sale. (5) Buyer's failure to notify Seller in writing of any such unsatisfactory condition(s) **OR** of Buyer's election to terminate this contract, as herein provided, shall be conclusively deemed acceptance of the property "AS IS," including ordinary wear and tear to the closing.

(c) Seller(s) Initials

(c) Buyer(s) Initials

NOTE: "Ordinary wear and tear," as used in "A" "B" and "C" above, shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances. If such a system or appliance suffers material failure after acceptance under "A" "B" and "C" above, but prior to closing, and Seller refuses to pay for any repairs reasonably required to restore it to an operating condition at least as good as previously existing, Buyer may proceed with the closing **OR** cancel the contract and recover the earnest money by notifying Seller in writing of the cancellation promptly after Buyer's receipt of Seller's notice of refusal to pay for such repairs. Notice of cancellation must, in any event, be received prior to closing.

12. WALK-THROUGH INSPECTION: Buyer has the right and the responsibility to walk through and inspect the property prior to closing and notify Seller immediately if the property is not in the condition agreed under "A", "B" or "C", whichever one has been selected by the parties. This inspection is intended only to verify that the terms of Paragraph 11 have been met. If Buyer fails to conduct this inspection, Seller's repairs and maintenance obligations will be deemed fulfilled. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until time of closing. **After closing, all conditions of the property are the responsibility of the Buyer.**

Seller(s) Initials

Buyer(s) Initials

13. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:

(A) **SEWER/SEPTIC SYSTEMS:**
Seller represents that property ☑ is ☐ is not connected to sewer and all impact and connection fees have been paid. If not on sewer, Seller represents that the property ☐ is ☑ is not connected to a septic system. If property is on a septic system, Buyer ☐ does ☑ does not require a septic system inspection at Buyer(s) expense.

(a) Seller(s) Initials

(a) Buyer(s) Initials

(B) **TERMITE AND/OR WOOD INFESTATION/FUNGUS:**
(1) **BOND:** Buyer ☑ does ☐ does not require a termite bond. If a bond is required and Seller has an existing transferable bond, the bond may be transferred at ☑ Seller's expense ☐ Buyer's expense. If a new bond is required; the cost shall be at ☑ Seller's expense ☐ Buyer's expense.
(2) **INFESTATION REPORT:** Buyer ☑ does ☐ does not require a wood infestation report. If required by Buyer, Lender or Termite Company, the cost of a wood infestation report shall be at Buyer's expense.

(b) Seller(s) Initials

(b) Buyer(s) Initials

(C) **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** Lead-based paint and/or lead-based paint hazard disclosure is required for property built on or before 1978. If property was built prior to 1978, see attached addendum.

(c) Seller(s) Initials

(c) Buyer(s) Initials

14. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE: That *RealtySouth*, its officer(s), director(s), employee(s), broker(s), and sales associates shall not be held responsible or liable for any obligations or agreements that the Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the passing of any information to or from the Buyer(s) or Seller(s) and, agree to discharge and release

RealtySouth, its officer(s), director(s), employees(s), broker(s), and sales associate(s) from any claims, demands, damages, actions, causes of actions or suit at law arising from the sale of said property and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the existence of asbestos; the size and area of the property: workmanship or construction materials, including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the property; subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; 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; appurtenances thereto or any related mortgage terms and conditions.

15. **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.

16. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances and/or regulations concerning fire/smoke/gas detectors or fire protection equipment have been met. Upon closing or after taking possession of the property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.

17. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the property and to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this contract and recovering the earnest money or accepting the property in its damaged condition provided that notice of cancellation must be received prior to closing. If Buyer 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 Buyer. It is the Buyer's responsibility to ensure that adequate insurance is provided after closing and prior to possession (i.e., during time property is not owner-occupied).

18. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ do not agree to share equally the fees of a closing attorney. Buyer 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.

19. **PERSONAL PROPERTY:** Any personal items remaining with the property shall be at no additional cost to the Buyer; 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 or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items).

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

21. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supercedes all prior discussions, negotiations and agreements between Buyer 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.

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.

22. **AFFILIATED BUSINESS ARRANGEMENTS:** In connection with the purchase or sale of this property, you may need to obtain certain settlement services. This is to notify you that *RealtySouth* has a business relationship with the following companies, and those relationships may provide *RealtySouth* a financial or other benefit:

- *MortgageSouth*, formerly known as Leaders in Lending
- *TitleSouth*
- AHS
- RealtySouth Insurance Service

Buyer (Date) 6-14-02

Witness to Buyer(s) Signature(s)

Buyer (Date) 6-15-02

Seller (Date)

Witness to Seller(s) Signature(s)

Seller (Date

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein set forth.

☐ Cash ☒ Check

AGENCY: ______ By ______ Date 6/15/02

Date Contract Finalized: ______, ______. (The date on which the last party signed or initialed acceptance of the final offer.)

LAH
LAWRENCE
ARENDALL
HUMPHRIES
Real Estate, Inc.

ADDENDUM NO. 1

DATE: 6/27/02

THIS ADDENDUM IS HEREBY MADE A PART OF THE ATTACHED CONTRACT dated 6/14/02
BETWEEN the undersigned PURCHASER(S) MUSSO
and the undersigned SELLER(S) C. BAKER
on PROPERTY located at 4312 ASHINGTON DRIVE 35242

Seller agrees to extend Inspection date to 7/2/02 - all other time limits & response times remain the same (2 days). (See paragraph 11-C of offer.)

Witness

Witness

Witness

Witness

Purchaser

Purchaser

6/27/02 Clark Baker by PMc
Seller

Seller

20020725000346170 Pg 7/7 29.00
Shelby Cnty Judge of Probate,AL
07/25/2002 16:05:00 FILED/CERTIFIED

RealtySouth

ADDENDUM

The terms and conditions of this Addendum are a part of that certain contract dated JUNE 14, 2002 20____, between the undersigned Buyer(s) and Seller(s), for the purchase of property located at 4912 Ashington Drive

~~Seller agrees to pay all of purchasers closing cost + prepaids NOT TO EXCEED $2500.~~ $3000.

Seller agrees to leave all light fixtures, window blinds, fridge, garage door openers + remotes, washer/dryer.

PURCHASER TO FURNISH LETTER OF LOAN "APPROVAL" BY 7/1/02 OR ~~THIS~~ OFFER BECOMES NULL & VOID.

Seller agrees to pay closing cost/prepaids for purchaser not to exceed 3% ($8873).

Witness to Buyer(s) Signature(s)	Buyer — Date 6-14-02
	Buyer — Date 6.15.02.
Witness to Seller(s) Signature(s)	Seller — Date
	Seller — Date