



20040126000043100 Pg 1/6 26.00  
Shelby Cnty Judge of Probate,AL  
01/26/2004 15:46:00 FILED/CERTIFIED

# RealtySouth™

General/Financed Contract  
August 1, 2003

Date 12-20-03

The undersigned Buyer(s) John H. Roeseen hereby agree(s) to purchase, and the undersigned  
Seller(s) Scott DeWitt hereby agree(s) 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: 5137 STRATFORD ROAD Zip Code 35242  
Legal Description: Lot 3 Block \_\_\_\_\_ Survey MEADOWBROOK  
Map Book \_\_\_\_\_ Page \_\_\_\_\_

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 \$ 265,000  
Earnest Money \$ 1,000

(A) FINANCING: (Check as applicable)  
 (1) Buyer will pay cash or obtain a loan for the property with no financing contingency.  
 (2) This contract is contingent on Buyer obtaining approval of a  Conventional  FHA  VA  Other loan in the amount of  
3 or 20 % of the purchase price (including any financed loan costs) at the prevailing interest rate and loan  
costs. If FHA or VA financing is utilized, the "FHA/VA Amendatory Clause Addendum" must be part of this agreement.

Buyer will apply for financing within \_\_\_\_\_ days from finalized date (3 days if not specified) and provide a letter of loan approval within \_\_\_\_\_ days  
(not applicable if left blank) and will provide any and all credit, employment, financial and other information required by the lender.  
Either party may cancel this contract if Buyer, after using diligence and good faith, cannot obtain the financing as specified above. In this event, all  
earnest money shall be promptly refunded. If the purchase price exceeds the appraised value Buyer may elect to cancel this agreement and the earnest  
money shall be promptly refunded.

(B) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not to exceed \$ \_\_\_\_\_  
(no payment 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 purchase 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.  
Buyer to be responsible for obtaining acceptable insurance on the property and satisfying himself with evidence of insurability within \_\_\_\_\_ days  
of finalized contract date. Failure to do so by that date shall be conclusively deemed acceptance of any available insurance.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: Loan discount 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 Buyer unless herein excepted. Seller's obligation to  
pay for any loan closing costs is contingent upon the closing of the sale.

2. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 1-26 2004  
Possession is to be given at closing if the property is then vacant; otherwise, possession shall be delivered on CLOSING  
at \_\_\_\_\_ (AM) (PM). In the event Seller retains possession of the property beyond the day of closing Seller does hereby guarantee that at  
the date of surrender of occupancy by Seller, the property shall be in the same condition as of the day of closing.  
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

3. EARNEST MONEY & BUYER'S DEFAULT: In the event an offer or counteroffer is not accepted, the earnest money shall be returned to  
Buyer without a signed release. Seller and Buyer hereby direct the Listing Broker to hold the earnest money until this contract has been accepted and  
signed by all parties (finalized date), at which time the earnest money shall be promptly deposited into its escrow account. In the event the title is not  
marketable, or if the terms of purchase are contingent upon ability to obtain lender approval, or if other contingencies as specified herein cannot be  
met, this earnest money deposit is to be refunded. In the event the sale does not close, a separate mutual release signed by all parties to this contract  
will be required before any funds will be disbursed.  
In the event either Buyer or Seller claim the escrowed funds without the agreement of the other party, the holder of the escrowed funds, in  
accordance with Alabama Real Estate License Law, shall be required to file a petition with the court to have the disputed portion of the funds  
among the parties or interpret the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds  
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. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at



the option of Seller, provided Seller agrees to the cancellation of this contract, or alternatively, Seller may elect to retain such deposits and pursue his legal or equitable remedies if any hereunder against Buyer.

4. AGENCY DISCLOSURE

The Listing Company is: RTSO

(Two blocks may be checked)

- An agent of the seller
 An agent of the buyer
 An agent of both the seller and buyer, and is acting as a limited consensual dual agent
 Assisting the  buyer  seller as a transaction broker

Seller(s) Initials

The Selling Company is: RTSO

(Two blocks may be checked)

- An agent of the seller
 An agent of the buyer
 An agent of both the seller and buyer, and is acting as a limited consensual dual agent
 Assisting the  buyer  seller as a transaction broker

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 Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property.

6. SURVEY: Buyer  does  does not require a survey by a registered Alabama land surveyor of Buyer's choosing. Available information indicates that the property  is  is not located in a flood plain, but this will be confirmed by a flood plain certification and/or the surveyor's statement in the survey which is the responsibility of Buyer. 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 Buyer to determine, prior to closing of this contract, whether or not the foregoing materially impairs the use of the property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense. (NOTE: Lender may require a survey.) RealtySouth recommends a new survey on all purchases. Copy of existing survey to be provided by seller.

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. Seller acknowledges that the Property  is  is not currently subject to Class III homesteaded residential property tax. If Seller states property is homesteaded and is in error, Seller will reimburse to Buyer any amount of tax which will be incurred between the date of closing and the end of the current tax year and which is in excess of that which would be due had the homestead exemption been claimed and this obligation will survive the delivery of the deed.

8. CONVEYANCE: Seller agrees to convey the property to Buyer by General warranty deed (check here  if Buyer 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

9. HOME WARRANTY: Subject to limitations, exclusions, and deductibles, Buyer  does  does not require a Home Warranty Policy effective for one year from date of closing to be paid by  Buyer  Seller at cost not to exceed \$\_\_\_\_\_.

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 but endorse none of them. In fulfilling these duties Buyer acknowledges that RealtySouth advises against utilizing previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller.

Buyer understands and agrees that RealtySouth and its sales associates do not possess 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. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, all conditions of the property are the responsibility of Buyer.

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 water damage, air presence or absence or toxic mold; the presence of arsenic in treated wood; the size and area of the property; construction materials and workmanship; the proper construction of the property by the builder or the developer; 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; presence of, or



damages 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 obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise accepted, Seller will provide access and utilities for Buyer's inspections, if any, 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). THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION: Buyer agrees to accept the property in "AS IS" condition. 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 price. Buyer accepts total responsibility for all repairs, improvements, and/or defects in the property.

[Signature Box] Seller(s) Initials

[Signature Box] Buyer(s) Initials

(B) SALE OF PROPERTY CONTINGENT UPON INSPECTION: Buyer requires additional inspections of the property at Buyer's expense. Within \_\_\_\_\_ days after acceptance of this contract, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the property. *INSPECTIONS TO BE COMPLETE BY 1-7-04*

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within 1 days after the inspection has been completed.

(2) If Buyer elects to terminate this contract as a result of the inspection, Seller agrees to promptly sign the mutual release directing the return of Buyer's earnest money.

(3) If Buyer instead requests Seller to correct unsatisfactory conditions, Seller shall respond to Buyer by written notice within 7 days of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions. It shall be conclusively deemed acceptance of Buyer's request if Seller fails to respond in writing within the time frame stated herein.

(4) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 7 days of receipt of Seller's refusal to correct the unsatisfactory conditions. Buyer may elect either (a) to terminate this contract and recover the earnest money, or (b) to waive in writing the request for correction of unsatisfactory conditions and proceed to close the sale.

(5) It shall be conclusively deemed acceptance of the property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing of any unsatisfactory conditions or fails to notify Seller in writing of his election to terminate this contract as herein provided.

[Signature Box] Seller(s) Initials

[Signature Box] Buyer(s) Initials

NOTE: "Ordinary wear and tear," as used in "B" above shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

12. WALK-THROUGH INSPECTION: Buyer has the obligation to conduct a walk-through to inspect the property prior to closing to determine if the conditions under 11(B) have been satisfied. If Buyer determines any of the following: (a) a condition under 11(B) has not been satisfied; (b) systems as described in the "NOTE" portion of paragraph 11 are not functioning; or (c) new defects have arisen since Buyer's acceptance of property under 11(B), then Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the contract and recover the earnest money.

Buyer shall be required to sign a final PRE-CLOSING INSPECTION OF PROPERTY, indicating that the property is acceptable and that all terms of paragraph 11 have been satisfied unless otherwise noted on form. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. Unless otherwise accepted, Seller will provide access and utilities for Buyer's inspections until time of closing. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing all conditions of the property are the responsibility of the Buyer.

[Signature Box] Seller(s) Initials

[Signature Box] 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 cleaning and inspection at Buyer(s) expense. RealtySouth recommends that Purchaser have the septic tank system inspected by a professional.

*Has been cleaned within the last 5 years.*

[Signature Box] Seller(s) Initials

[Signature Box] Buyer(s) Initials



**(B) TERMITES AND/OR WOOD INFESTATION/FUNGUS:**

**(1) CONTRACT:** Buyer  does  does not require a termite contract. If a contract is required and Seller has an existing transferable contract, the contract may be transferred at  Seller's expense  Buyer's expense. If a new contract is required, the cost shall be at  Seller's expense  Buyer's expense. RealtySouth makes no representations as to the terms or conditions of the termite contract.

Seller(s) Initials

Buyer(s) Initials

**(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.

Seller(s) Initials

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. Property  was  was not built prior to 1978 and addendum signed by Seller and Buyer is attached.

**14. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE:** That RealtySouth, its officers, directors, employees, brokers, and sales associates shall not be held responsible or liable for any obligations or agreements that 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 Buyer or Seller and, agree to discharge and release RealtySouth, its officers, directors, employees, brokers, and sales associates 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 presence of asbestos; the presence of arsenic in treated wood; the presence of toxic mold; 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; the past, present, or future financial stability of the builder developer or the future insurability of the property; or the compliance of the builder or developer under any builder/developer warranty; 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 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 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 Buyer's responsibility to ensure that adequate insurance is provided at closing.

**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 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. 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 • TitleSouth • American Home Shield Warranty Company • InsuranceSouth



21. **OTHER OFFERS WHILE PURCHASER'S OFFER IS PENDING:** Purchaser acknowledges that offers other than the Purchaser's may have been made or may be made before Seller acts on the Purchaser's offer or counteroffer or while Seller is considering Purchaser's offer or counteroffer. Seller expressly reserves the right to accept, reject, counter or withdraw any offer or counteroffer at any time prior to one of the offers becoming the primary contract.

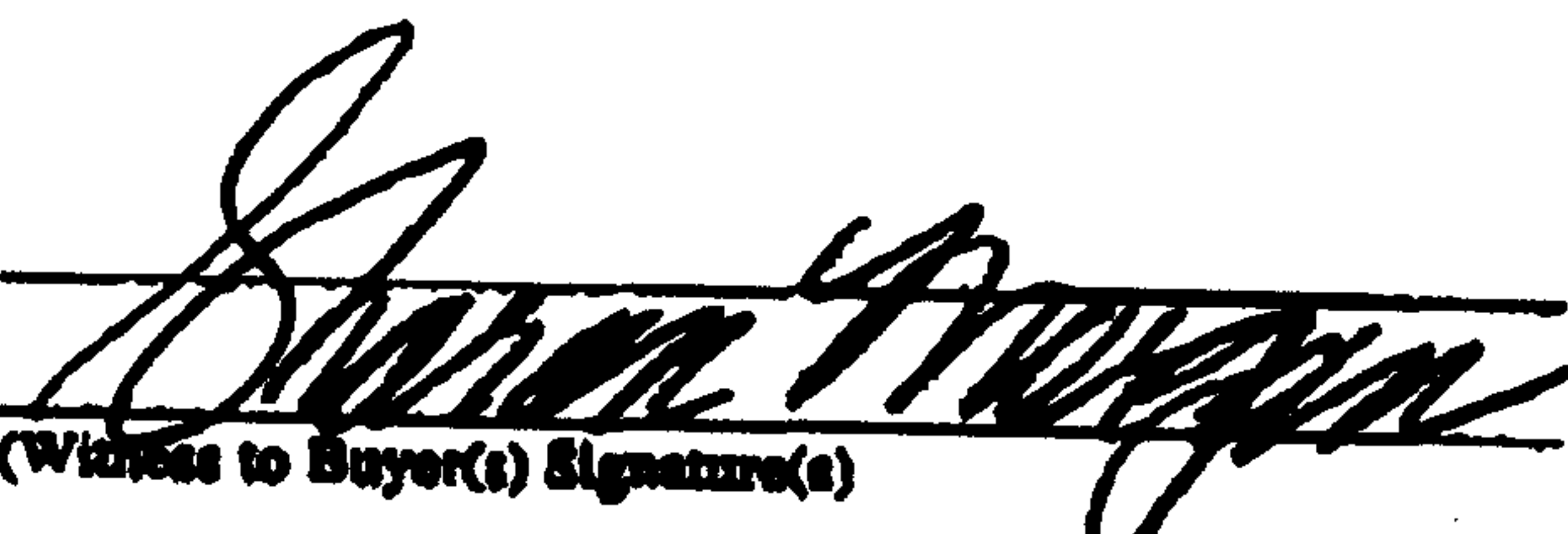
22. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supercedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. This is 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.

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

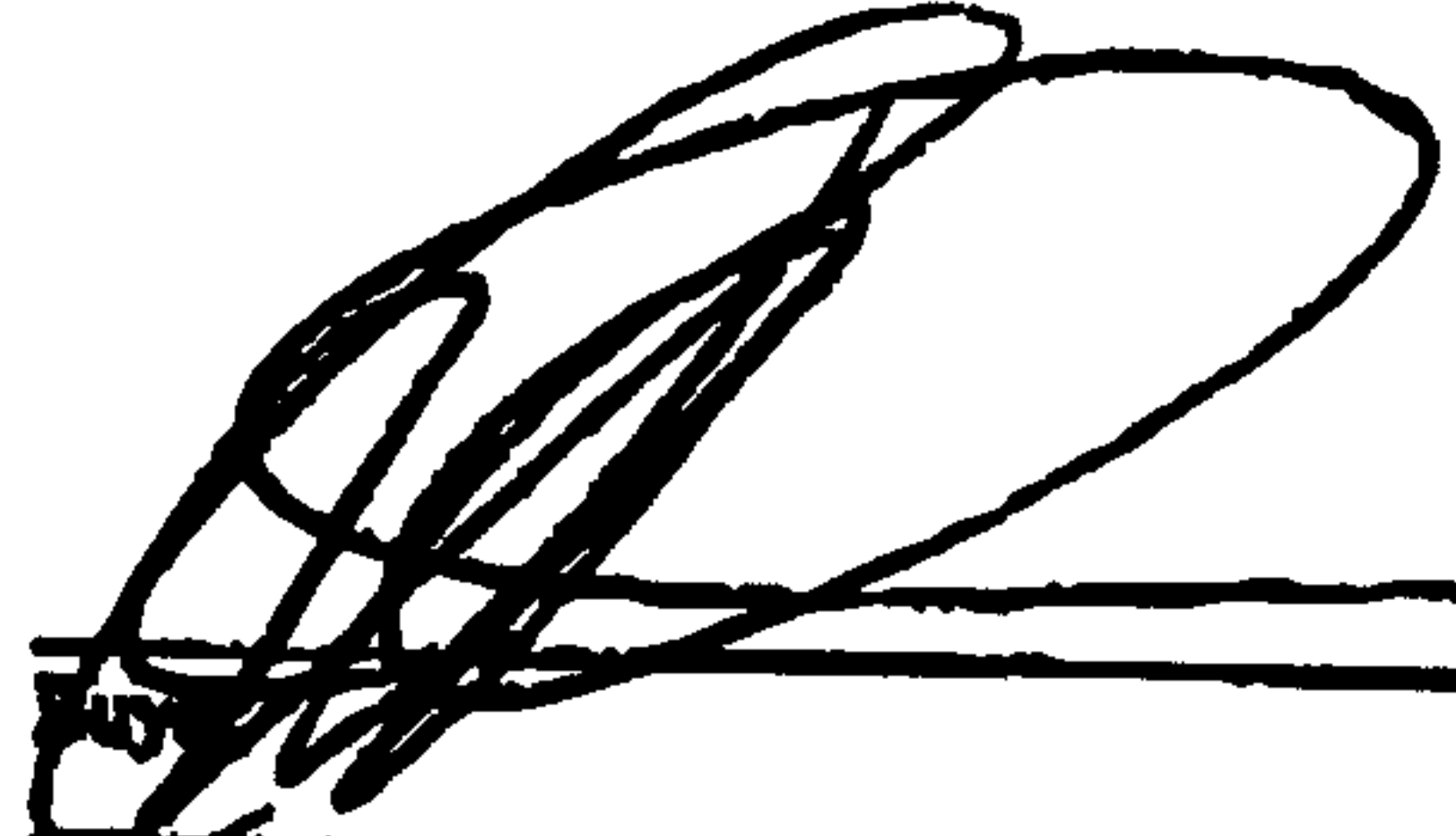
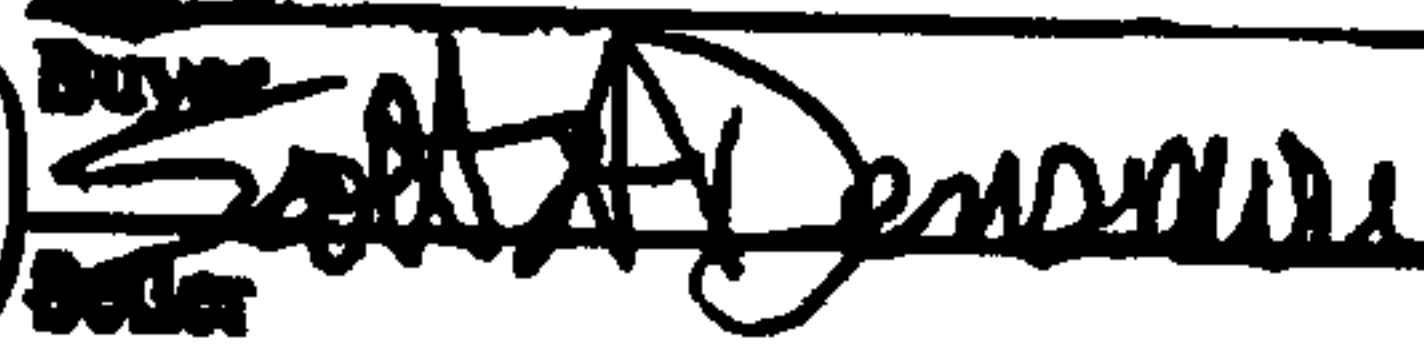
24. Seller to pay costs of inspection for any mold problems.  
25. Seller to provide security code to purchaser and any documentation re. the house.

Legal Description

MAP Book 9, page 34, Lot 3 According to  
The Survey of 'Meadow Brook' 13<sup>TH</sup> Sector

  
\_\_\_\_\_  
(Witness to Buyer(s) Signature(s))

\_\_\_\_\_  
(Witness to Seller(s) Signature(s))

 12/20/03  
\_\_\_\_\_  
(Date)  
Buyer  
 12/22/2003  
\_\_\_\_\_  
(Date)  
Seller  
\_\_\_\_\_  
(Date)

**EARNEST MONEY:** Receipt is hereby acknowledged of the earnest money as herein set forth.  
 Cash  Check  
**AGENCY:** \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
**Date Contract Finalized:** \_\_\_\_\_ (Date on which last party signed or initialed acceptance of final offer).



**BUYER'S DISCLOSURE STATEMENT: VERY IMPORTANT DOCUMENT-E**

This Disclosure Statement has been completed by Buyer and not the Broker or Agent. It is hereby made a part of this purchase agreement regarding the property at 5137 Stratford Road

**BUYER IS ADVISED EITHER PERSONALLY, OR THROUGH OTHER OF BUYER'S CHOOSING, TO INSPECT THE PROPERTY AND NOT RELY ON ANY VERBAL, PRINTED OR WRITTEN DESCRIPTION OF PROPERTY.**

1. Buyer understands that lenders may require certain inspections such as termite inspection, septic tank inspection, well water inspection, re-inspection of repairs required by and completed as per appraisal; and that although the results of these inspections may satisfy the requirements of these authorities, they may not meet the requirements of Buyer. Buyer is responsible for determining any of the above conditions of the property material to Buyer's decision to buy the property. Buyer's Initials JLR
2. Buyer understands that Seller is not obligated to make repairs to the property except those specifically stated in the purchase agreement. "Lender-required repairs" (reference paragraph 1b of the contract) are only repairs required by the lender or the appraiser. Neither Seller or Buyer is obligated to make repairs required on the appraisal, if any, that cost in excess of the amount stated in said paragraph. Buyer should not rely on an appraiser to require or discover needed repairs. An appraiser is not a licensed contractor or a qualified home inspector. Buyer's Initials JLR
3. Buyer understands that Broker and Agent are not responsible for the performance of any repairs, replacements and/or improvements to the property. Buyer's Initials JLR
4. A Home Warranty should not be purchased in lieu of a professional home inspection. A Home Warranty is subject to many exclusions, including but not limited to, any conditions that pre-exist the purchase of the property. Buyer's Initials JLR
5. Note the words "working order" in the purchase agreement. This does not obligate Seller to repair or have work done to put appliances and/or systems in perfect or better working condition i.e. cleaning the heating units, working on plumbing with slow drains or low water pressure, etc. These conditions need to be handled before the inspection contingency is removed and not at the "walk-through" just before closing. Buyer's Initials JLR
6. Buyer understands that the Wood Infestation Report is a VISUAL inspection of ACCESSIBLE areas. This inspection does not guarantee that there are no termites, other wood destroying insects or fungus in inaccessible areas. There are no warranties after this inspection except those covered under a Termite Protection Plan (contract-with its limitations). Brokers and agents are not liable for infestations, damage, or fungus detected or not detected by termite inspection companies. Buyer's Initials JLR
7. Buyer understands that any statements as to the square footage and room sizes (living area) of the structure are an estimate only and are not warranted to be exact or accurate by Seller, Broker, or Agent. Buyer is responsible for determining square footage that would be material to Buyer's decision to buy the property. Buyer's Initials JLR
8. Buyer understands that any statement including, but not limited to easement, encroachments, overlaps, fences off true property lines, boundary line disputes or flood zones are not warranted to be accurate by Seller, Broker, or Agent. Whether a survey is required or not by Lender, Buyer is advised to obtain a current survey of the property to verify the above. Buyer's Initials JLR
9. Buyer understands that Broker and Agent DO NOT WARRANT the condition of this house, the property on which it is located or any of the heating, cooling, plumbing and electrical systems or any appliances. Buyer understands that Seller DOES NOT WARRANT the condition of this house, the property on which it is located or any of the heating, cooling, plumbing or electrical systems or any appliances, other than as stated in the purchase agreement. Buyer's Initials JLR
10. Buyer understands and agrees that any recommendations by Broker or Agent or professional contractor or inspectors are strictly as a courtesy to the Buyer; Buyer's choice of contractors or inspectors is the responsibility of Buyer; Brokers and Agents do not warrant the performance of contractors or inspectors; Buyer also agrees that Seller, Brokers and Agents are not responsible or liable for any conditions of the property that may not be detected by inspections performed by Buyer, anyone acting on behalf of Buyer, including, but not limited to, contractors and inspectors. Buyer's Initials JLR

[Signature]  
Witness to Buyer's signature(s)

Witness to Seller's Signature(s)

[Signature] 12/20/03 (Date)  
 Buyer  
[Signature] (Date)  
 Buyer  
 X [Signature] (Date)  
 Seller  
[Signature] (Date)  
 Seller

