

STATE OF ALABAMA)
SHELBY COUNTY)

REALTY SALES AGREEMENT

THIS AGREEMENT is hereby executed on the 22nd day of October, 2004, by and between Lovelady Properties, L.L.C., an Alabama Limited Liability Company, hereinafter designated as Seller, and John Roper and wife, Patricia G. Roper,, hereinafter designated as Purchaser.

WITNESSETH:

The Purchaser hereby agrees to buy and the Seller hereby agrees to sell and convey, on the terms hereinafter provided, the following described property, to wit: 1.29 Acres +/-, Montevallo, Alabama, located in Shelby County, Alabama, and which legal description is as follows:

Lot 1, according to the Lovelady Survey as recorded in Map Book 33, Page 137, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to the encroachment of existing drives onto or off of the land as shown on the Southernly side as shown on Map Book 33, Page 137 in the Probate Office of Shelby County Alabama.

- (1) The purchase price shall be \$75,000.00 payable with interest thereon at the rate of 8.50% per annum in (11) Eleven equal monthly installments of \$531.50 each month beginning November 22, 2004, continuing on the 22nd day of each month thereafter and a final payment of Seventy-Five Thousand Five Hundred Thirty-One and 50/100 Dollars (\$75,531.50) due on or before October 22, 2005. Payments to be received by Seller at P.O. Box 197, Montevallo, AL 35115. Any delinquent payment shall carry a penalty of 5% of the monthly payment herein provided and shall be considered delinquent if received 10 days after the day in which the payment is due each month.
- (2) The Purchaser shall not sell or assign this agreement or said premises or any part thereof without first obtaining the written consent of the Seller.
- (3) Right of Possession passes to Purchaser upon execution of this agreement.
- (4) The Purchaser acknowledges receipt of the premises herein described in their present condition ("as is") and agrees not to do or suffer any waste or nuisance upon said premises or to injure, overload or deface the same or any part thereof or to suffer or permit the same, during or at the termination of this agreement. It is also understood that the Purchaser shall be responsible for all maintenance of the premises during the term of this agreement and shall be required to continue the same in its present condition.
- (5) This agreement is made upon the express condition that the Seller shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the Purchaser, their agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereon during the term of this agreement, or occasioned by any occupancy or use of said premises or any activity carried on by Purchaser in connection therewith, and Purchaser hereby covenant and agree to indemnify and save harmless the Seller from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same.

- (6) During the term of this agreement, Purchaser shall comply with all laws and ordinances and regulations, including, but not limited to, those effecting the use or occupation of said premises, and shall not participate in any illegal activities on the said premises nor will they permit the same thereon and further, that the Purchaser will exonerate and hold harmless the Seller for any such activity thereon and/or any legal prosecutions, liabilities or claims related thereto; The Purchaser further agrees to hold the Seller completely harmless against any and all government seizures maintained against the said premises during the term of this agreement and in the event thereof, to continue to remain liable for the payment of all payments and obligations provided hereunder.
- (7) Seller and Purchaser agree that all improvements placed upon the premises during the term of this agreement shall remain on the property and shall become a part of the same.
- (8) It is understood and agreed that upon payment in full of the consideration described in paragraph one (1) hereinabove, the Seller shall promptly execute a good and sufficient warranty deed conveying title in fee simple to the premises free and clear of all encumbrances and shall deliver said conveyance to the Purchaser without any further expense except and provided herein. If, however, the Purchaser shall become delinquent in the payment of the consideration outlined in the said paragraph one (1) hereinabove, for a period of time in excess of thirty (30) days from the date payment of such consideration is due, or in the additional event that the Purchaser shall violate or not comply with any of the terms and conditions of this agreement, then and in either of said events, the Seller shall have the right of immediate re-entry and the provisions of this agreement shall be considered to be terminated and all sums paid hereunder shall be forfeited by the Purchaser in favor of the Seller and the balance payable hereunder, at the sole election of the Seller, shall be immediately due and payable in full. In said event, the Purchaser shall be liable in full for any court costs or reasonable attorney's fees incurred in connection with the failure of the Purchaser to comply with the terms of this agreement.
- (9) The failure of the Seller to insist on Strict Performance on any of the provisions of this Realty Sales Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such provision, but the same shall remain in full force and effect.
- (10) It is understood and agreed by and between the parties hereto that this agreement shall be binding upon the heirs, executors, administrators or other legal representatives and/or legal successors to the parties to this agreement.
- (11) It is understood and agreed that during the term of this agreement, the Purchaser shall be responsible for paying liability insurance on the subject property. Insurance shall insure to the benefit of the Seller for at least Three Hundred Thousand (\$300,000.00).
- (12) The Purchasers acknowledge that they take the property subject to any and all restrictions of record.
- (13) Purchaser may pre-pay without penalty.
- (14) The Seller shall pay the property taxes on the property for the 2004 year. The parties agree to provide 2005 property taxes at closing next year.
- (15) It is further understood and agreed by the Seller and the Purchaser that the agreements contained herein represents all agreements and conditions agreed upon, and that there are no oral agreements between the parties, and that any additional agreements between the parties shall be in writing and once properly executed, attached hereto and made a part hereof.

THIS IS A LEGALLY BINDING AGREEMENT. READ IT BEFORE YOU SIGN.

Done this the 22nd day of October, 2004.

Seller:

Purchasers:



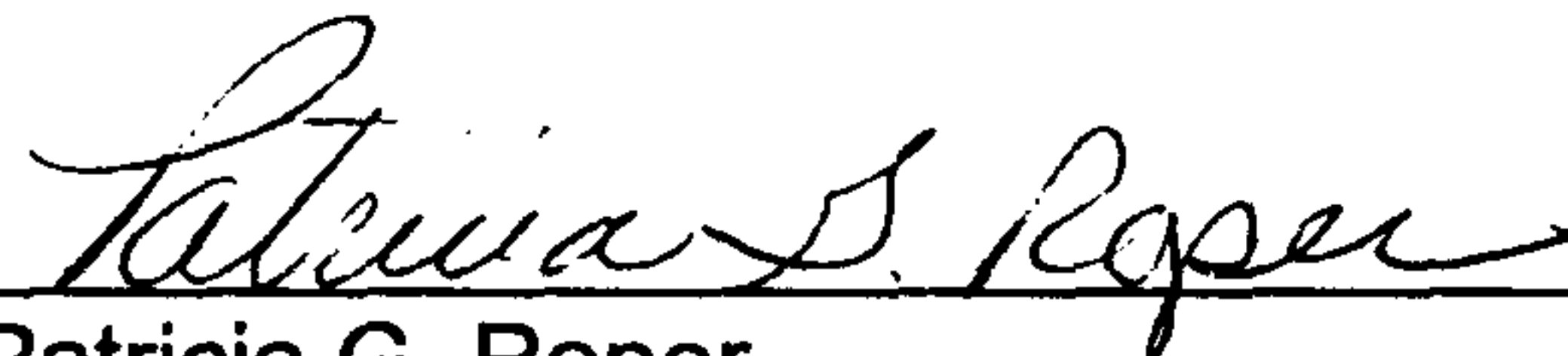
Lovelady Properties, LLC

By: Grady Scott Lovelady, as Member and

Authorized Agent for Lovelady Properties, LLC



John Roper

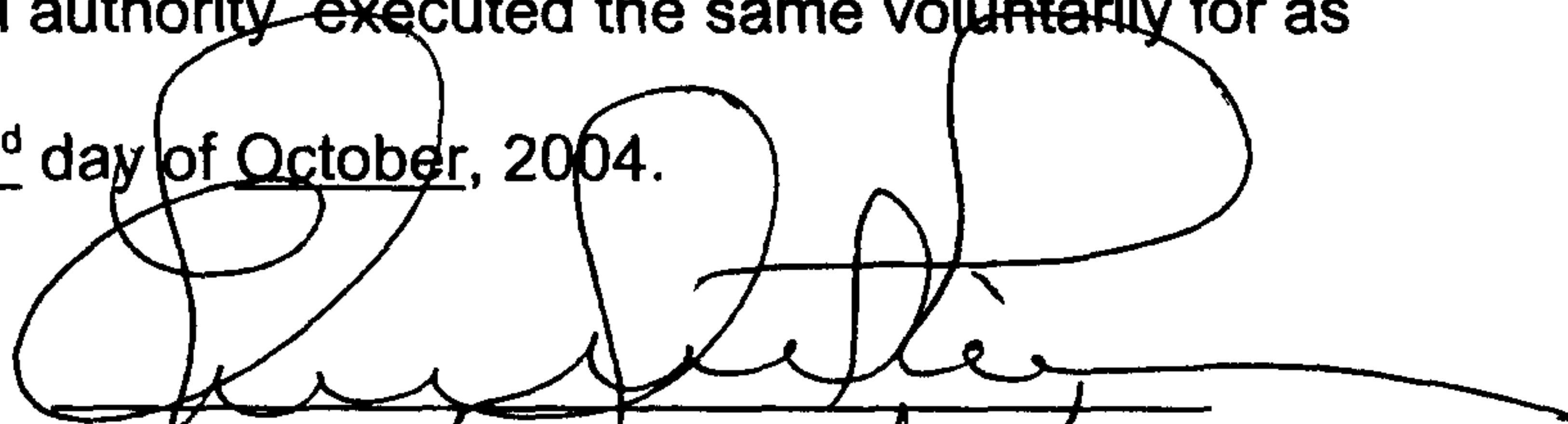


Patricia G. Roper

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Grady Scott Lovelady as Member and Authorized Agent for Lovelady Properties, LLC whose names is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he as such officer and with full authority executed the same voluntarily for as the act of said company.

Given under my hand and seal this 22nd day of October, 2004.

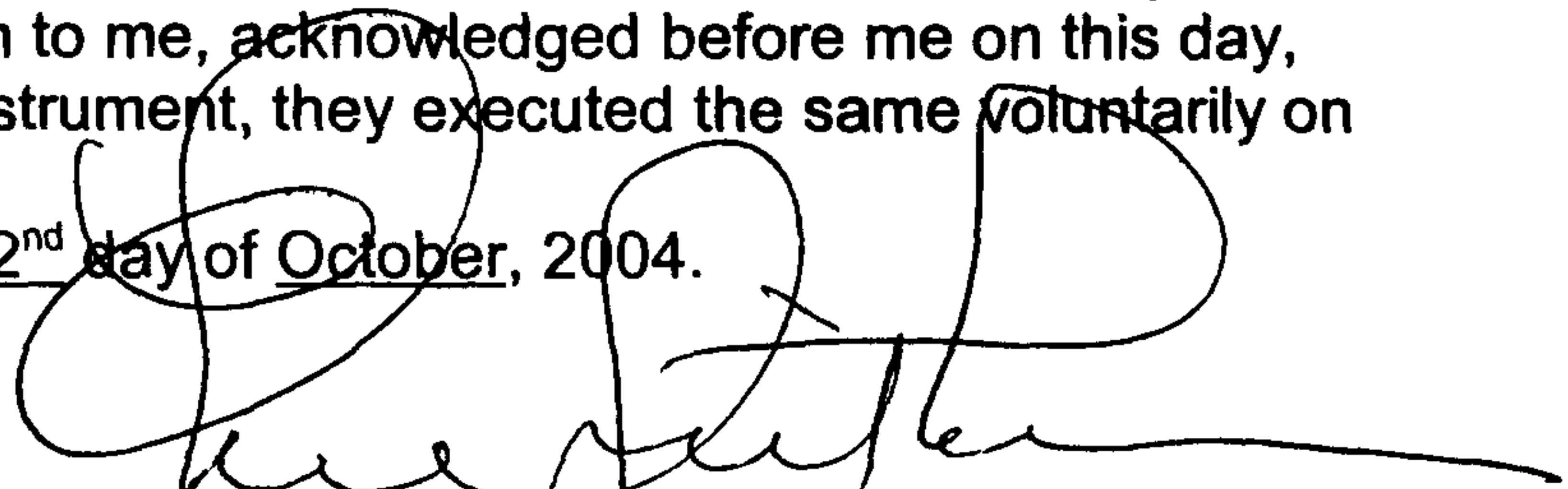


Notary Public
My Commission Expires: 5/13/08

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that John Roper and Patricia G. Roper whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of October, 2004.



Notary Public
Commission Expires: 5/13/08 My

THIS INSTRUMENT WAS PREPARED BY:
LAW OFFICES OF CHRISTOPHER R. SMITHERMAN, LLC
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