

STATE OF ALABAMA)

COUNTY OF SHELBY)

AFFIDAVIT

Before me, the undersigned authority, this day personally appeared Mary Lou Vonderau, who is known to me and who, being first by me duly sworn did depose and say as follows:

My name is Mary Lou Vonderau. I am over the age of twenty-one years and of sound mind. I am a resident of Shelby County, Alabama. Attached to this Affidavit is an Agreement to Purchase executed between my husband and myself on January 26, 2005. It is my position that we have a contract with Bradford Homes & Development, Inc. to purchase the following described real estate, to-wit:

Lot 1-B being a resurvey of Lot 1 of Tucker Estate Survey as recorded in Map Book 31, Page 74 in the Probate Office of Shelby County, Alabama.

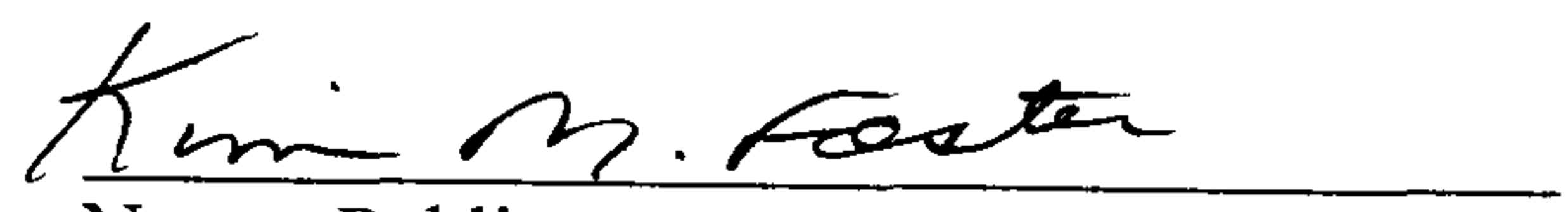
So that it will not be misunderstood, it is our position that a contract existed on January 8, 2005 between the parties for the sales price of \$366,000. The contract between the parties requires that any dispute be submitted to binding arbitration. I am filing a claim for binding arbitration this date according to Addendum D of the contract.

Further affiant saith not.


Mary Lou Vonderau

Sworn to and subscribed before me by Mary Lou Vonderau, on this the 31st day of

January, 2005.


Notary Public
My commission expires: 9-4-06

This Instrument Prepared By:

R. Shan Paden
Attorney at Law
5 Riverchase Ridge, Suite 100
Birmingham, AL 35244
(205) 987-7210

Confirmation Report - Memory Send

Page : 001
Date & Time: 01-26-05 15:25
Line 1 : 2059792558
Line 2 :
E-mail : fax1@soldonbirmingham.com
Machine ID : RE/MAX Advantage

Job number : 722
Date : 01-26 15:11
To : 4289370
Number of pages : 024
Start time : 01-26 15:11
End time : 01-26 15:25
Pages sent : 024
Status : OK

Job number : 722 *** SEND SUCCESSFUL ***
01/26/2005 15:54 2054289370 SEBRO REALTY PAGE 01

SEBRO REALTY
MAKING THE AMERICAN DREAM -
A REALITY
SINCE 1959

FACSIMILE TRANSMITTAL SHEET	
TO: <i>Mary Lou</i>	FROM: PAM SEGARS-MORRIS
COMPANY: <i>989-2558</i>	DATE:
FAX NUMBER: <i>620-0522</i>	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS: THE FOLLOWING CONTENTS ARE NOT FOR DUPLICATION AND/OR DISTRIBUTION TO ANYONE OTHER THAN THE ABOVE ADDRESSEE.

Pay To 428-9370

SEBRO REALTY
MAKING THE AMERICAN DREAM-
A REALITY
SINCE 1959

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
<i>Mary Lou</i>	PAM SEGARS-MORRIS
COMPANY:	DATE:
<i>979-2558</i>	
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
<i>620-0522</i>	
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

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Fax To 428-9370

REAL ESTATE SALES CONTRACT FOR
NEW CONSTRUCTION AND LIMITED NEW HOME WARRANTY

Birmingham, Alabama 1/8/05 (Date)

The undersigned Purchaser(s) Eugene A + Mary Lou Vanderhoff hereby agree to purchase and the undersigned Seller, Shelley hereby agrees to sell the following described real estate, (the Property), situated in Shelley County, Alabama, subject to all easements, restrictions, covenants, rights of way and other matters of record in the Probate Office of Shelley County, Alabama, and all amendments thereto (which, together with all amendments thereto, is hereby referred to as the "Declaration").

Address 21 Martin Lane and legally described as Lot 115 according to the Survey of Tusker Survey, as recorded in Map Book 31 Page 74 in the Probate Office of Shelley County, Alabama, ("Property") on the terms states below:

1. In consideration of the covenants and agreements herein contained, the Purchaser hereby agrees to employ the Seller to construct and erect on said building site a building according to specifications which the Purchaser has approved on the following terms and conditions:

Basic Price of Property including Building & Lot..... 384,300.00

Purchaser requests the following extras in addition to the basic floor plan and agrees to pay the following sum in addition to the Basic Price stated above.

Finish office per spec & plans \$ 6,000
ceiling tile, phone, jack, elec. \$ 1,999.00
outlets to code, insulation, \$ 0.00
drywall & paint, HVAC (no \$ 0.00
of basement) \$ 0.00
2-4' fluorescent \$ 0.00
disposal \$ 0.00
lights \$ 0.00
Total Extras 384,300.00
Total of Basic Price and Extras..... 369,999.00

Less the following items to be deleted from the basic floor plan, to-wit:

Phone sticker on \$ 0.00
Phone plus \$ 0.00
Iron office \$ 0.00
Total Deletion Credits \$ 0.00

Plans attached 369,999.00 TOTAL PURCHASE PRICE 384,300.00

2. The Total Purchase Price of \$ 366,000 shall be payable as follows:

Earnest Money, receipt of which is hereby acknowledged by Seller \$ 2,000

(Purchaser's Initials) _____

Down Payment on construction, receipt of which is hereby acknowledged by _____ \$ _____

Additional Earnest Money due upon _____ \$ _____

Additional Down Payment due upon _____ \$ _____

Purchaser is to obtain a 25% loan in the approximate amount of 266,000

Cash on closing this sale (certified funds or cashier's check) 369,999.00

384,300.00 369,999.00

TOTAL 384,300.00

(Closing Costs not included)..... 266,000

This contract is a back up to the contract dated 12/19/004. This contract shall become primary after receipt of a signed release from other contract.

REV 8/04 is retained (within 5 days).

This contract was assembled and portions drafted by Courtney Mason and Associates, PC and may not be used unless appropriate permissions have been obtained.

3. **EARNEST MONEY & PURCHASER'S DEFAULT:** Purchaser hereby authorizes Sebro Realty to hold the Earnest Money in trust for Seller pending the fulfillment of this Contract. ~~In the event Purchaser fails to carry out and perform the terms of this Contract, said Earnest Money so forfeited shall be divided equally between Seller and Agent. In the event both Purchaser and Seller claim the Earnest Money, the person or firm holding the Earnest Money may interplead the disputed portion of the Earnest Money into court, and shall be entitled to reimbursement from the parties for court costs, attorney fees and other expenses relating to the interpleader.~~

4. **DOWN PAYMENT & PURCHASER'S DEFAULT:** The Purchaser hereby authorizes Seller to utilize and spend the down payment funds shown above toward expenses and costs of the Property. In the event Purchaser fails to carry out and perform the terms of this Contract, the down payment shall be forfeited to the Seller up to the amount of actual costs incurred. Any excess of down payment over actual costs incurred shall be reimbursed to the Purchaser. Such forfeiture of down payment does not limit the Seller from seeking any other remedies available by law or under this Contract.

Released To The Builder for Use

The Purchaser and Seller acknowledge that the Purchaser and Seller have read, understood and accepted the foregoing.

ECN MHL (Initials)

ECN MHL

OPD

5. **ALL LOAN CLOSING COSTS, DISCOUNTS AND PREPAID ITEMS** are to be paid by Purchaser unless agreed otherwise.

6. **A. FHA VALUATION:** If FHA financing is utilized, it is expressly agreed that notwithstanding any other provisions of this Contract, Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless Seller has delivered to Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Property (excluding closing costs) of not less than \$ N/A which statement Seller hereby agrees to deliver to Purchaser promptly after such appraised value statement is made available to Seller. Purchaser shall however have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

B. VA LOAN: If VA financing is used, it is expressly agreed that, notwithstanding any other provisions of this Contract, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Veterans Administration.

7. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by General Warranty Deed free from all encumbrances, except as herein set forth, subject to current and future ad valorem taxes, library district and fire district assessments and Seller and Purchaser agree that any encumbrance not herein excepted or assumed may be cleared at the time of Closing from sales proceeds. ☒ Check here if Purchasers desire title as joint tenants with right of survivorship). The Property is sold and is to be conveyed subject to easements, covenants and restrictions of record, mineral and mining rights not owned by the Seller, present zoning classification of Residential, and is _____ is not ☒ located in a flood plain.

8. **PROTECTIVE COVENANTS:** Purchaser acknowledges that the Property is subject to and shall be conveyed subject to the protective covenants set forth in the Declaration, which include without limitation building setback requirements, use restrictions limiting the use of the Property to single-family residential purposes only, requirements that all plans and specifications for all improvements be approved by the Architectural Review Committee and that each property owner pay homeowner assessments (if applicable in the covenants). Purchaser acknowledges receipt of the covenants and all other documents and instrument referenced therein and Purchaser agrees to be bound by all of the terms and provisions set forth therein.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

EW MY (Initials)

9. **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 7 above, 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 Seller. At Closing or prior to Closing, Purchaser shall execute a consent form acknowledging any title exceptions to the Property and that the Property is subject to the restrictive covenants described in the Declaration.

10. **SURVEY:** Purchaser does ☒ does not ☐ (check one) require a survey by a registered Alabama land surveyor of Seller's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense. (NOTE: Lender may require a survey.)

11. **PRORATIONS:** Ad valorem taxes, as determined on the date of Closing, fire district and library district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed. **UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.** Purchaser shall be responsible for the payment of all future fire district assessments and library district dues and any "roll-back" taxes assessed after the Closing Date pursuant to Section 40-7-25.3 of the Code of Alabama (1975). At closing, Purchaser shall pay Purchaser's prorated share of the assessments due to the Homeowners' Association, Inc. which for the current calendar year are estimated to be \$ _____ for the entire year.

The property taxes will be assessed using a CLASS II (commercial) tax rate. Seller will pay its pro-rata share of property taxes from October 1st to the closing date. The balance of the Class II property taxes will be paid by the Purchaser as a part of the negotiated purchase price.

Choose "A" or "B"

12. (a) **START OF CONSTRUCTION:** Seller agrees to commence construction or completion of said building(s) within _____ days after this agreement and/or mortgage, if required, has been executed or escrow established, and after all contingencies are cleared. Said building(s) shall be substantially completed in good workmanlike manner in quality equal to the standard of the industry within _____ working days after date of commencement, except when Seller shall be prevented from completing such building(s) by reason of change in plans or specifications required by Purchaser, by war, fire, Acts of God, governmental regulations or decrees, strikes, acts of Purchaser, unavailability of materials or labor, inclement weather or other causes beyond the control of Seller. Possession is to be given upon delivery of the deed.

2/22/05
(b) **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before 2-28-05, herein called Closing Date, except Seller shall have a reasonable length of time within which to complete any item required as a result of the walk-through referred to in Paragraph 15, and to perfect title to said Property. Possession is to be given upon delivery of the deed. Seller will have additional time to complete the house when seller is prevented from completing such improvements by reason of change in plans or specifications required by Purchaser, by war, fire, Acts of God, governmental regulations or decrees, strikes, acts of Purchaser, unavailability of material or labor, inclement weather or other causes beyond the control of Seller. Possession is to be given upon delivery of the deed. This sale shall be closed by the law office of Courtney Mason & Associates, P.C. Purchaser may bring their own attorney to closing, at Purchaser's sole expense, if Purchaser shall so desire.

13. **COMPLETION OF CONSTRUCTION AND POSSESSION:** The construction of the dwelling shall be deemed completed upon the issuance of a Certificate of Occupancy by the applicable governmental building inspection department, if there is such a department in the jurisdiction in which the property is located, and, if no such department exists, then upon the reasonable determination by the seller, that construction of the dwelling is substantially complete and ready for occupancy. Possession shall only be given upon the delivery of the deed. Purchaser should work with their lender closely to insure that all loan requirements, if any, are timely completed so that purchaser's lender has all required loan documents to the closing attorney prior to the closing date. Purchaser shall not be allowed to move in until funds are disbursed from the closing. If the Lender's loan package is not delivered in a timely fashion prior to the date of your closing, the closing may be continued to another day and Purchaser's possession of the home will be delayed.

Escrow To Be Performed when all contingencies removed and additional deposit of \$6,000.00 is made.

14. **CONDITION OF PROPERTY:** 8000.00

A. In addition to the general exception for mineral and mining rights not owned by Seller, Seller and the Real Estate Companies make no representations regarding the status or condition of the property below the surface or relating to the existence of mining shafts, tunnels or other conditions below or affecting the surface of the Property. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS PHYSICALLY AND PERSONALLY INSPECTED THE PROPERTY PRIOR TO EXECUTING THIS CONTRACT AND THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY AND WHETHER THERE EXISTS ANY TOXIC OR HAZARDOUS SUBSTANCE OR WASTE (INCLUDING, BUT NOT LIMITED TO, RADON GAS), OR OTHER SUBSTANCE OF ANY KIND ON THE PROPERTY AND NEITHER SELLER NOR ANY AGENT HAS MADE ANY SUCH REPRESENTATIONS OR WARRANTIES. FURTHERMORE, PURCHASER HEREBY WAIVES AND RELEASES SELLER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MORTGAGEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY LIABILITY OF ANY NATURE ON ACCOUNT OF LOSS, DAMAGE OR INJURY TO THE BUILDINGS, IMPROVEMENTS, PERSONAL PROPERTY OR TO PURCHASER OR ANY OWNER, OCCUPANTS OR OTHER PERSON WHO ENTERS UPON ANY PORTION OF THE PROPERTY AS A RESULT OF ANY PAST, PRESENT OR FUTURE SOIL, SURFACE AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN (INCLUDING, WITHOUT LIMITATION, SINKHOLES, UNDERGROUND MINES, TUNNELS AND LIMESTONE FORMATIONS AND DEPOSITS) UNDER OR UPON THE PROPERTY OR ANY PROPERTY SURROUNDING, ADJACENT TO OR IN CLOSE PROXIMITY WITH THE PROPERTY. THE AGENT MAKES NO REPRESENTATION OR WARRANTY AND IS NOT AUTHORIZED BY SELLER TO MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE CONDITION OF THE PROPERTY. AS ADDITIONAL CONSIDERATION TO SELLER, THE FOREGOING PROVISIONS SHALL SURVIVE THE DELIVERY OF THE DEED.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

ECN *MM* (Initials)

15 **LIMITED BUILDER'S WARRANTY/PREOCCUPANCY INSPECTION:** Purchaser and Seller agree to the terms and conditions of the Limited New Home Warranty attached hereto, as Addendum #A and made a part of this Agreement. The Limited New Home Warranty has been fully executed, as of the date of this Agreement and the terms and provisions thereof are an integral part of the terms and provisions of this Agreement or Contract. Purchaser and Seller agree to re-execute the Limited New Home Warranty and to deliver duplicate originals of same at the time of the closing of this sale. Purchaser and Seller agree to be fully bound by the terms and provisions of the Limited New Home Warranty and agree that the Limited New Home Warranty shall survive the final payment of the consideration. Purchaser represents and agrees that Purchaser has reviewed and is familiar with the terms and limitations of the Limited New Home Warranty and the accompanying acceptance affidavit. The terms of the Limited New Home Warranty have been fully negotiated between Purchaser and Seller as a part of the Purchase price and other terms of this contract.

A. Duration of Limited Warranty. Seller and Owner have negotiated and agreed upon the Limited Warranty Period as defined in paragraph 1 of the Limited New Home Warranty, and acknowledge that the duration of the Limited Warranty, as negotiated between the Seller and Purchaser, has been material to the amount set forth in this Agreement.

B. Purchaser hereby acknowledges that Seller has offered to agree to a Limited Warranty Period of greater duration than that which is set forth in paragraph 1 of the Limited Warranty Period. Purchaser has preferred to reduce the amount of the consideration (purchase price) to the amount set forth in this contract, and accept the Limited Warranty Period of the duration set forth in paragraph 1 of the Limited New Home Warranty.

C. Seller and Purchaser acknowledges receipt of the Attached "New Home Building Quality Standards Section" (attached hereto as Exhibit "1" and incorporated herein by reference). It is the intention of Purchaser and Seller to accept these standards in definition of what shall be deemed a "defect" under the terms of the Limited New Home Warranty.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

Earl MM (Initials)

D. **MEDIATION AND ARBITRATION:** The Seller and Purchaser acknowledge that this Contract necessarily involves interstate commerce by virtue of the materials and components contained in the dwelling and the financing of the construction and permanent loans. Both parties hereby agree to the terms of Paragraph 13 of the Limited New Home Warranty in that all disputes will be submitted to mediation and in the event no mediated resolution is reached, then to binding arbitration pursuant to the Federal Arbitration Act, 9 USC Sec. 1, et seq., and shall be administered in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The costs including a reasonable attorney's fee, associated with the mediation and/or arbitration process shall be determined by the mediator and/or arbitrators.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

Earl MM (Initials)

E. **WALK THROUGH PREOCCUPANCY AND ACCEPTANCE INSPECTION:** Purchaser, along with Purchaser's real estate agent or transaction broker are entitled to "walk through" the Home after the Sales Contract is accepted and immediately prior to Closing to determine if any minor items need correction. The punch list items or items in the preoccupancy inspection agreed upon prior to closing will be corrected within 60 days of closing. Closing will not be delayed due to punch list items.

HOWEVER, THERE SHALL BE ONLY ONE PUNCH LIST OR PREOCCUPANCY INSPECTION WHICH SHALL BE MADE IMMEDIATELY PRIOR TO CLOSING. THE LIMITED WARRANTY DOES NOT HAVE A PROVISION FOR ANOTHER PUNCH LIST FOR COSMETIC ITEMS SUCH AS PAINT AND SHEETROCK TOUCH-UPS, AND NO PUNCH LIST ITEMS ARE TO BE GIVEN AT THE END OF THE LIMITED WARRANTY TERM. PURCHASER HAS READ THE LIMITED NEW HOME WARRANTY AND UNDERSTANDS ITS TERM. HOWEVER, PURCHASER MUST COMPLY WITH WRITTEN NOTICE REQUIREMENTS FOR CLAIMS UNDER THE LIMITED NEW HOME WARRANTY AS MORE FULLY SET OUT IN THE LIMITED NEW HOME WARRANTY.

F. **ACCEPTANCE:** At the time this Contract is signed and the home is substantially completed, Purchaser (notwithstanding any plans, specifications or warranties given Purchaser or otherwise on file with VA, FHA or other governmental authority) accepts the specifications, quality, designs and appearance of the Property as it exists at the time the Contract is signed. Purchaser, after walk-through of the completed construction, further agrees to execute an acceptance statement at Closing similar in content to the one attached as ADDENDUM "B".

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

Earl MM (Initials)

210 Home Warranty by Seller

16. **WAIVER OF WARRANTIES AND CLAIMS.** THE PURCHASER AGREES THAT THE LIMITED NEW HOME WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP, AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, AND THE OWNER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE PROPERTY. *EW* *MM*

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

EW *MM* (Initials)

17. **SELLER WARRANTIES** that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property which remains outstanding except as set forth herein. These warranties shall survive the delivery of the deed.

18. **DISCLAIMER:** Purchaser acknowledges that, except as set forth herein and in the plans and specifications, Purchaser has not relied upon any advice or representations of Seller or Broker (or Broker's associated salesperson) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) except as provided in Seller's Limited New Home Warranty, the structural condition of the Property; (iii) the construction materials; (iv) the nature and operation condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; (viii) the use or condition of adjoining or neighboring property; or (ix) any other matters affecting Purchaser's willingness to purchase the Property on the terms and price herein set forth. Purchaser acknowledges that if such matters are of concern to him in the decision to purchase the Property, he has sought and obtained independent advice relative thereto. *EW* *MM*

19. **INSULATION:** Insulation has been or will be installed in the home as follows:

- a. Exterior walls will be insulated with (type of insulation) BATT which, according to the manufacturer, will yield a R-value of R-11 5/8"
- b. Ceilings in all areas will be insulated with (type of insulation) BLOWN to a thickness of 10 1/2" inches, which, according to the manufacturer, will yield a R-value of 30.

Purchaser acknowledges and agrees that in accordance with Federal Trade Commission Regulations, this information has been supplied by the installer of the insulation and has not been determined by the Seller. Purchaser acknowledges and agrees that Seller shall have no liability or obligation with respect to the accuracy of the information included in this paragraph.

20. **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 or unwilling to restore it to its previous condition prior to Closing, Purchaser shall have the option of canceling this Contract and receiving the Earnest Money and down payment back or extending the Closing Date a sufficient time for Seller to complete construction; however, the extension may result in additional sums added to the purchase price due to rising costs of labor and/or materials. If Purchaser elects to extend the Closing Date, this Contract shall continue in full force and effect.

in **21. ~~SELECTION OF ATTORNEY:~~** Seller has arranged for the law firm of Courtney Mason & Associates, PC to close the sale. Seller will pay one-half of that firm's closing fee. The closing fee is \$600 for a cash sale or a sale financed with one mortgage loan. Thus, seller and purchaser will each pay \$300 of the closing fee. Purchaser will pay any attorney's fee attributable to closing a second loan, if any.

in ~~In the event another closing attorney is selected by the purchaser or the purchaser's lender, seller will pay Courtney Mason & Associates, PC \$200 for the preparation of the deed, lien waiver affidavit, and limited warranty from the seller provided for in this agreement. The seller will pay \$100 of the closing attorney's fee for a financed sale or a cash sale. The purchaser will pay the balance of any cost due the closing attorney.~~

in The parties hereto acknowledge and agree that, if they have agreed to share the fees of closing attorney hereunder, such fee-sharing may involve a potential conflict of interest and the parties may be required to execute an affidavit at Closing acknowledging their recognition and acceptance of same. If the Purchaser borrows money to purchase this Property the closing attorney is representing and using his best efforts to represent the lender in the closing. Each of the parties further acknowledges that each has a right to be represented by an attorney of his/her choice at all times in connection with this Contract or the Closing at his/her own expense. ~~The closing attorney shall be Courtney Mason & Associates, P.C.~~

in **Vincent Brown**
attorney

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

EW MM (Initials)

22. NON-PAYMENT: In the event Purchaser shall fail to pay any monies due Seller under this Contract, Seller may refuse to perform any further work to the Property pursuant to Seller's warranty or otherwise until Purchaser pays the full sum, plus interest at the legal rate, attorney's fees and court costs. This provision shall survive delivery of the deed.

23. FINANCING DELAY: If Purchaser fails to close by the date specified in Paragraph 12(a) or 12 (b) because of financing delays or any matter attributable to Purchaser, Seller reserves the right to revise the Contract price to reflect any cost increases not to exceed \$ _____ per day resulting from the delay in removing said contingency. If Purchaser fails to pay the price revision, Seller may, at its option, cancel this Contract and refund the Earnest Money. DOWN PAYMENT WILL NOT BE REFUNDED UNDER THE PROVISIONS OF THIS PARAGRAPH SHOULD THE PURCHASER FAIL TO CLOSE BECAUSE OF REJECTION OF THE NEW PURCHASE PRICE. It is Purchaser's responsibility to coordinate with their lender to assure their interest rate will be available at the time of closing, which may be delayed as provided in paragraph 12(a) or 12(b).

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

EW MM (Initials)

24. UTILITIES: Seller agrees that the water and utility meters when installed will be in Seller's name through the Closing Date. Purchaser will immediately transfer all utilities to Purchaser as of the date of closing and will be financially responsible for all such costs after closing.

25. CHANGES: No changes in the plans and specifications are to be made except upon written order prior to changes being made. Seller in its sole discretion shall not be obligated to agree to changes during construction. Change orders must be signed by Purchaser and Seller and must provide a description of the change, addition or deletion and show the cost or credit to Purchaser. Any changes, alterations, or extras from the plans or specifications that may be required by any public body or inspector shall constitute an extra and shall be paid for by Purchaser, the same as any other extra as provided in this paragraph. Changes under \$500.00 per item may be agreed upon verbally by the Purchaser(s) and only by the Seller. Purchaser agrees Real Estate Agents can not authorize any change orders. Purchasers may make verbal changes with a decorator that are over Seller's allowances for which Purchasers shall be solely responsible. Purchaser assumes the responsibility of determining whether the cost of any item selected is within the allowances. Purchaser should be aware that because of scheduling requirements, the change order may delay the completion of construction.

Cost Plus 15% after agreement

EW MM

26. **SUPERVISION OF WORK:** Purchaser agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with the Seller, and Purchaser agrees not to issue any instructions to or otherwise interfere with same. The Seller shall be the authority for the proper usage, arrangement and placement of fixtures, equipment and materials in accordance with recognized standards. Slight deviations from plans and specifications shall be construed as substantial compliance with this Contract. The Purchaser further agrees not to negotiate for additional work with Seller's subcontractors nor to engage other builders or subcontractors except with the Seller's consent and in such manner as will not interfere with Seller's completion of work under this Contract.

27. **NON-REFUNDABLE FEES, UPGRADE/CUSTOM SELECTION CHARGES:** Purchaser and Seller acknowledge that in the event this contract is canceled or does not close for any reason attributable to the Purchaser, any fees, upgrade selections (including but not limited to any floor selections, wall paper, lighting, appliance upgrades, custom changes in construction, etc.) that have been paid will be NON-REFUNDABLE. These items rarely increase the appraised value of the home and shall be forfeited as liquidated damages should Purchaser fail to close.

28. **MAINTENANCE AND PREVENTION OF MOISTURE-RELATED CONDITIONS.**

(a) Purchaser/Owner hereby acknowledges and agrees that, upon the completion of the construction of the Home and occupancy of the Property by Purchaser/Owner: (i) it shall be the responsibility and obligation of Purchaser/Owner to maintain the Property, including the Home and all components thereof, in good condition and repair, including caulking, water seals, exterior surfaces and finishes, mortar, water pipes, drainage systems, HVAC pipes and systems, basement and crawl space areas, gutters, roofs, and landscaping, for the prevention of water penetration, mildew, mold, spores, fungi, damage to wood and other materials, and other moisture-related conditions; (ii) the failure to do so could result in health-related problems and/or damage of the Property; (iii) Builder/Seller shall have no liability or responsibility with respect to same; and (iv) Purchaser/Owner hereby waives and disclaims any claims against Builder/Seller arising out of any such condition and any loss, damage, or injury resulting therefrom.

(b) Purchaser/Owner further acknowledges and agrees that: (i) if Purchaser/Owner becomes aware of water intrusion into the Property, Purchaser/Owner should respond immediately; (ii) in cases of serious water damage, Purchaser/Owner should hire construction and indoor air quality consultants to assess the damage and determine what remediation is needed; (iii) inadequate remediation, even if well-intentioned, will only create more problems; (iv) water damaged materials may need to be removed, and the source of the water intrusion should be addressed; (v) the Property may have to be vacated while remediation work is in progress; and (vi) a certified industrial hygienist experienced with testing for molds in indoor environments should be retained to determine whether the water damage has caused a source of mold growth and amplification.

(c) Purchaser/Owner further acknowledges and agrees that: (i) unusual odors should be investigated promptly; (ii) unusual odors may be indicative of water intrusion and mold growth and (iii) chronic complaints of illness (especially respiratory, breathing, or allergy-type problems), headaches or nausea may indicate indoor air quality problems and should be taken seriously and investigated promptly.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

Jan MM (Initials)

(d) **No warranty coverage for mold, mildew or fungus.** The seller does not assume responsibility for mildew, mold, spores, fungi or other moisture-related conditions. The exclusion by seller for mildew, mold, spores, fungi, or other moisture-related conditions, includes exclusion for but not limited to

- (1) loss of use or delay in rebuilding, repairing, or replacing property, including any associated cost or expense due to interference of use at the improvements constructed or location of the interference at the improvements constructed or location of the rebuilding, repair or replacement, by fungus or mold;
- (2) any remediation of fungus, including the cost to
 - (a) remove the fungus from the improvements constructed by seller or to repair, restore or replace that property; or
 - (b) tear out and replace any part of the building as needed to gain access to the fungus or mold;

- (3) the cost of testing or monitoring of air or property to confirm the type, absences, presence or level of fungus or mold, whether performed prior to, during or after removal, repair, restoration or replacement of improvements constructed under this contract; or
- (4) any mental anguish or bodily injury and any incidental, consequential, or secondary damages caused or claimed as a result of any of the conditions herein excluded or otherwise related to fungus or mold.

The purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

Em MM (Initials)

29. **AGENCY DISCLOSURE**

The listing company is: Sebro Realty

The selling company is: RE/MAX Advantage

The listing company is: Sebro Realty

(Two blocks may be checked)

- ☒ An agent of the seller.
- ☒ An agent of the buyer.
- ☐ An agent of both seller and buyer and acting as a limited consensual broker.
- ☐ Assisting the ☐ Buyer ☐ Seller as a transaction broker.

The selling company is: _____

(Two blocks may be checked)

- ☒ An agent of the seller.
- ☒ An agent of the buyer.
- ☐ An agent of both seller and buyer and acting as a limited consensual broker.
- ☐ Assisting the ☐ Buyer ☐ Seller as a transaction broker.

Seller's Initials Em Purchaser's Initials MM

30. **ADDITIONAL PROVISIONS** set forth on attached Addenda A, B, C & D are hereby incorporated and made a part of this Contract by reference as though fully set forth herein.

31. **MISCELLANEOUS:** Purchaser may not assign, transfer, convey or encumber this Contract or any interest herein, without Seller's prior written consent. This Contract shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, successors and assigns. THIS CONTRACT AND THE ADDENDA ATTACHED HERETO CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR DISCUSSIONS, REPRESENTATIONS, NEGOTIATIONS AND AGREEMENTS BETWEEN THE PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. Neither Purchaser, nor Seller, nor Broker, nor any sales agent shall be bound by any understanding, agreement, promise or representation concerning the Property, express or implied, not specified herein. This Contract may not be modified or amended except in writing signed by both parties hereto. No representations, promises, warranties, understanding or inducements with respect to this Contract or any of the matters contemplated herein which are not set forth in this Contract shall be binding upon the parties hereto. The paragraph headings are used for convenience of reference only and in no way define, limit or described the scope or intent of this Contract. Time is of the essence in this Contract. This Contract has been executed in the State of Alabama and the laws of the State of Alabama shall govern this Contract. If a provision of this contract should be invalid or unenforceable, then such provision only shall be held unenforceable and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

32. **SEVERABILITY:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

Witness to Purchaser's Signature(s)

Purchaser

Witness to Purchaser's Signature(s)

Purchaser

Witness to Seller's Signature(s)

By:
Seller

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

CASH

CHECK Seller/Agent

COMMISSION: THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IS NEGOTIABLE BETWEEN SELLER AND THE AGENT. Seller agrees to pay 3% (Listing Agent) a commission in the amount of 384,300.00 % of the Purchase Price of \$ 384,300.00, and 2% (Selling Agent), a commission in the amount of 76,860.00 % of the Purchase Price of \$ 384,300.00. In the event this sale closes with the Purchaser named in this Contract. In addition, the Agents certify that they have not made any representations or commitments to Purchaser which have not been made a part of this Contract.

Listing Agent

By:
Seller

Selling Agent

~~① Seller & purchaser acknowledge that Purchaser is licensed real estate agent working on her own behalf. Also reducing her side of commission to 3%. *SM*~~

~~② Offer contingent upon sale & close of present home on 2.7 acres in Helena on or before 2/28/05. Also satisfaction within 10 days of acceptance & becoming firm of activity in put in pool. *SM*~~

~~③ Install canopy lights (5) in kitchen. *SM*~~
~~④ Seller reserves the right to continue to offer property for sale. Purchaser shall be given a 48 hour notice to remove contingency. If not removed, seller may void contract.~~

ADDENDUM "A"

LIMITED NEW HOME WARRANTY

This Agreement made this _____ day of _____, 200_ by and between Bradford Homes
 _____ Seller(s), and Vonderaue Purchaser(s) of property located at
21 Martin Street, Helena AL 35080

WHEREAS, Seller has caused to be built for sale to Purchaser or under contract with Purchaser a Home situated on land located in the County of Shelby, State of Alabama, at the above property address; and

WHEREAS, Seller does hereby agree to give a limited warranty on the Home located at the above property for a period of 1 year following closing or occupancy by the Purchaser, whichever event shall first occur, upon the following condition:

NOW, THEREFORE, in consideration of the payment of the purchase price of the Home, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Prior to closing, the Purchaser shall deliver to the Seller a written punch list or preoccupancy inspection detailing any minor omissions, adjustments or malfunctions in the home. The Seller shall review the punch list or preoccupancy inspection and identify to the Purchaser any items on the said list that will not be corrected or completed by the Seller. Seller agrees to make corrections and adjustments within sixty (60) days after closing. Purchaser agrees to cooperate after closing to make the house available for subcontractors during normal business hours in order that agreed items may be corrected.

(a). Seller warrants the above Home to be free from latent defects for a period during the Limited Warranty period defined herein above. If a latent defect occurs in an item which is covered by this Limited New Home Warranty, Seller will repair, replace or pay to owner, the reasonable costs of repairing or replacing any such items. Seller shall in its sole discretion determine whether to repair, replace, or pay the reasonable cost of repairing or replacing any such item. THE LIABILITY OF SELLER IS STRICTLY LIMITED TO THE OBLIGATION TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM, AND ANY RIGHT THAT PURCHASER MIGHT HAVE TO RECOVER ANY OTHER OR ADDITIONAL DAMAGES IS HEREBY WAIVED AND EXCLUDED. PURCHASER ACKNOWLEDGES THAT THE SOLE REMEDY AVAILABLE TO PURCHASER HEREUNDER IS THE RIGHT TO REQUIRE SELLER TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

EDW MD (Initials)

(b). A latent defect in construction is herein defined as a defect not apparent at time of occupancy or closing, but which becomes apparent within the duration of the warranty period as defined herein and which is not otherwise excluded during the warranty period. Further, such defect has been directly caused by Seller's failure to construct in accordance with the standards of construction set out in the Building Quality Standards Section attached as Exhibit "1" to the original contract between Seller & Purchaser. However, if the latent defect is a condition not listed in the Building Quality Standards Section then the applicable standard shall be the building code under which the Home was constructed. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.

(c). Should it appear that a possible latent defect (non-emergency nature) has developed, Purchaser shall outline pertinent details in writing, and deliver same to Seller prior to the expiration of the Limited Warranty Period. Following receipt of such notice, Seller will make an inspection.

2. THIS LIMITED NEW HOME WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, AND OWNER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE REAL PROPERTY UPON WHICH THE DWELLING HAS BEEN CONSTRUCTED.

NOTWITHSTANDING ANYTHING TO THE CONTRARY
STATED HEREIN, THIS WARRANTY DOES NOT COVER ANY
APPLIANCE, PIECE OF EQUIPMENT, OR ITEM WHICH IS A
CONSUMER PRODUCT FOR PURPOSES OF THE
MAGNUSON-MOSS WARRANTY ACT (15 U.S.C.,
§2301 THROUGH 2312 AS AMENDED).

3. The Seller shall not be liable under this Limited Home Warranty unless written notice of the latent defect shall have been given by Purchaser to Seller within applicable warranty period. Steps taken by the Seller to correct any defect or defects shall not extend the warranty period described hereunder. It is expressly agreed that if the Seller returns after the warranty period expires that Purchaser will first sign a statement confirming that the Seller's return to make inspections and/or repairs does not extend the Limited Warranty period agreed upon herein. Purchaser's refusal to sign this form will release Seller from any further liability under the Limited New Home Warranty.

4. Purchaser agrees to provide Seller with reasonable workday access to the home in order to perform inspections and/or warranty service required under this Limited New Home Warranty. Failure or refusal of Purchaser to provide such access to Seller will relieve Seller of its obligations under this Limited New Home Warranty.

5. Opportunity to Perform: Prior to filing any action under this Limited New Home Warranty, Purchaser must give the Seller reasonable notice of and a reasonable opportunity to repair, replace, or pay the reasonable costs of repairing or replacing any latent defect covered hereunder. Any such notice must be given prior to the expiration of the Limited Warranty Period. Failure of Purchaser to give written notice to Seller before the expiration of this Limited New Home Warranty shall bar any right to recovery by Purchaser pursuant to this Limited New Home Warranty. Purchaser acknowledges that the right of the Purchaser to require the Seller to repair, replace, or pay the reasonable costs of repairing or replacing any latent defect covered hereunder is the sole and exclusive remedy available to the Purchaser.

The Purchaser acknowledges that the Purchaser has
read, understood and accepted the foregoing.

 (Initials)

6. Seller hereby assigns to Purchaser all of Sellers' rights, if any, under manufacturers' warranties on appliances and items of equipment included in the Home. Seller assumes no responsibility for such manufacturers' warranties and Purchaser should follow the procedures in these warranties if defects appear in such appliances and items of equipment.

7. Seller does not assume responsibility for any of the items listed below, all of which are expressly excluded from coverage under this Limited New Home Warranty, and Purchaser agrees to waive and disclaim any claims arising out of loss, damage or injury for all of the following:

- (a) Defects in appliances and pieces of equipment which are covered by manufacturer's warranties.
- (b) Incidental, consequential, or secondary damages caused by a breach of this Limited New Home Warranty.
- (c) Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, and masonry; drying, shrinking and cracking of caulking and weatherstripping.
- (d) Conditions resulting from condensation on, or expansion or contraction of materials.
- (e) Defective design or materials supplied by Purchaser or installed under his direction, or defects in, or caused by anything not built into, or installed in the Home pursuant to contract between Seller and Purchaser.
- (f) Damages due to ordinary wear and tear, abusive use, improper operation of the home or any part of the systems of the home, or lack of proper maintenance of the Home.
- (g) Loss or injury due to the elements.
- (h) Landscaping or any portion thereof is hereby expressly excluded from this Limited New Home Warranty including sodding, seeding, shrubs, trees and plantings.
- (i) Insect damage of any nature whatsoever.
- (j) Non-uniformity of appearance of used or simulated used brick.
- (k) Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, plumbing fixtures, formica and glass not expressly identified to Seller prior to closing.
- (l) Dripping faucets and toilet adjustments not listed in the punch list or preoccupancy inspection.
- (m) Utility service lines installed by developer, municipality or service company and back filling, or slumping thereof, including meters.
- (n) Deterioration or defects in asphalt paving, if any.
- (o) Changes or failures in the underground water table and sub surface soil structures over which the Seller has no control.
- (p) Damage due to the abuse or neglect of the Purchaser, or the Purchaser's failure to provide proper maintenance.
- (q) The presence of mold, mildew, spores, fungi or other related condition.
- (r) Mildew, mold, spores, fungi or other moisture-related conditions, Acts of God, lightning, windstorm, hail, flood, mud slides, radon gas, sinkholes, earthquakes, including, but not limited to, any mental anguish or bodily injury and any incidental, consequential, or secondary damages caused or claimed thereby.
- (s) Special Exclusions: _____

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

 (Initials)

8. All warranty work shall be scheduled during normal weekday working hours except in emergencies.

9. This warranty is extended only to the Purchaser named herein. It is not transferable to subsequent purchasers of the home and is subject to his/her occupancy or occupancy of his/her immediate family.

10. Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

11. Use of one gender shall include all other genders; use of the singular shall include the plural; and use of the plural shall include the singular; all as may be appropriate.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

13. Purchaser and Seller agree that any dispute arising out of this Limited New Home Warranty will be submitted to mediation and in the event no mediated resolution is reached, then to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, and that the parties hereto shall be bound by the result thereof. Purchaser and Seller acknowledge and agree that this Limited New Home Warranty substantially affects interstate commerce by virtue of the materials and components in the Home as well as financing obtained during construction and permanent loan, if any.

The Purchaser acknowledges that the Purchaser has
read, understood and accepted the foregoing.

Jan Mr (Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Limited New Home Warranty on the day and year first above written.

PURCHASERS:

Eyre McLean

Mary Lou McLean

SELLERS:

By:

John Segor

ADDENDUM "B"**STATE OF ALABAMA****SHELBY COUNTY****AFFIDAVIT OF ACCEPTANCE**

We hereby acknowledge that we have inspected the property and that without any reservations, except as set out below, we accept the property as to condition of the house and other improvements on the premises. Specifically we accept the property as to the condition of the (a) wall finish, paint and decoration, (b) finished floors, (c) bath tile and fixtures, (d) kitchen tile, sink and cabinets, (e) woodwork trim and paneling, (f) doors and windows, (g) lighting fixtures, (h) brick mortar, masonry and paneling on exterior walls, (i) concrete work of driveway, walks, porches garages and/or carports, (j) roofing, (k) shrubbery and yard, (l) drainage around house and ditches lying on easements, (m) retaining walls or site walls, or fences (n) the size of all rooms, including garages and or carport, (o) basement or crawl space under the Home.

We hereby acknowledge receipt of a Limited New Home Warranty executed by the Seller and understand the responsibilities of the Seller thereunder and understand this affidavit in no way alters or amends that document. Items identified by Purchaser and agreed upon by Seller in the punch list or preoccupancy inspection are NOT waived when the affidavit of acceptance is executed at closing. However, these item must be agreed upon prior to consummation of the sale by Purchaser and Seller.

By closing the purchase of this property, we acknowledge that Seller has performed its contract with us, that the house and lot have been completed according to the plans and specifications agreed upon and that the improvements have been completed according to any decoration plan that may have been a part of the contract.

We further acknowledge that certain lots in the subdivision have drainage ditches, and we are informed and understand that the ditches are located on easements which have been required by the local governing body's engineering department. It has been explained to us and we fully understand that the Seller is not responsible for the maintenance of the drainage ditches.

PURCHASERS:(To Be Signed At Closing)(To Be Signed At Closing)

Signatures below are given at the time the contract is executed to evidence agreement with the inclusion of the acceptance affidavit with the limited home warranty.

Witness to Purchaser's Signature(s)Witness to Purchaser's Signature(s)Witness to Seller's Signature(s)


Purchaser


Purchaser

By: 
Seller

ADDENDUM "C"

Addendum to Real Estate Sales Contract for Construction on Sellers Lot dated 1/6/05 and attached hereto.

The undersigned Purchaser and Seller hereby agree as follows:

1. Any agreement made by this Addendum is made a part of the Contract mentioned above.
2. Purchasers to select floor, paint, wallpaper, lighting, cabinets, etc. from within Seller's standard allowances, as stated in the specifications. The Seller may require that any overage on these allowances be paid by Purchasers prior to installation.
3. Purchasers and Seller to agree on the plans prior to the start of construction.

The Purchaser and Seller acknowledge that the Purchaser and Seller have read, understood and accepted the foregoing.

Jan me (Initials)

4. Seller and Purchasers agree to split attorney's fee and cost of title insurance.
5. Seller to furnish Purchasers with termite bond dated as of the date of the original soil treatment guaranty.
6. Purchaser agrees to immediately make application for a loan and to exert all reasonable effort and diligence to obtain approval of the loan. The Purchaser agrees to keep the Seller fully informed of the status of Purchaser's efforts to secure the approval of the loan. The Purchaser shall provide such evidence as may be required by the Seller, including a written commitment for the loan, to confirm the final loan approval. The Seller shall have the right to delay the commencement of the construction of the Home, if applicable, until such time as the Seller has determined to the sole satisfaction of the Seller, that the loan to the Purchaser has been or is likely to be approved. Any such determination by the Seller shall be for the sole benefit of the Seller and may not be relied upon in any manner by the Purchaser. TIME IS OF THE ESSENCE IN PURCHASER OBTAINING FINANCING.

If this Contract is made subject to the Purchaser's obtaining financing, then notwithstanding any other provisions hereof, the Buyers shall have until 5 days, to obtain such financing and give written notice to Seller of the obtaining thereof; otherwise this contingency based on financing shall become null and void, in which case financing shall not be a contingency in this contract. If for any reason this sale is not closed and such written notice is not given as required, the earnest money and/or any down payment shall be forfeited as liquidated damages to the Seller, and thereafter neither party shall have any further obligation under this contract for the other. If the Purchasers give such written notice to the Seller of the obtaining of the financing, this contract shall no longer be conditioned upon or subject to the Purchasers obtaining financing. However, if written notice is given to the Seller by the Purchasers within such period that the Purchasers cannot obtain financing, the earnest money and down payment shall be refunded to the Purchasers by the Seller. The Purchasers agree to use their best efforts to obtain financing within the specified period of time. Until the Purchasers give written notice to the Seller that they have obtained such financing, all decorating decisions regarding the house referenced in the Contract shall be subject to approval by the Seller. This Contract will in no event be contingent upon the sale of the Purchasers' existing home. If the Purchasers presently own another home, and if the sale of this home shall be requirement of the lender, the Purchasers agree to forfeit earnest money and any downpayment money unless they are able to close on the date that is stated in this Contract.

Purchaser is solely responsible to coordinate with their lender, if any, to be certain their interest rate will be available as of the date of closing, as may be extended pursuant to the terms of paragraph 12(a) or 12(b). Seller will not be responsible for additional lender charges which could be incurred in the event the closing date is extended as provided for in this agreement.

7. The allowances will be:

Hardwood/Parquet	\$ _____ Sq. Ft. Installed
Carpet	\$ _____ Sq. Yd. Installed
Vinyl	\$ _____ Sq. Yd. Installed
Lighting	Cost of Fixture & Sales Taxes
Wallpaper	
Appliances	
Landscaping	
Exterior Paint	
Interior Paint	

8. **Seller's Right Of Termination.** At any time prior to closing, Seller shall have the right to terminate this contract upon written notice to Purchaser. Upon termination, Seller shall pay to Purchaser the sum of \$250.00 and shall, in addition, return all earnest money and downpayment monies paid by Purchaser pursuant to this contract. Upon termination, the parties shall have no further rights or obligations hereunder. For the purposes of this provision, a tender of the monies by Seller to Purchaser will be sufficient, whether or not accepted by the Purchaser. In the event Seller terminates this Contract under this provision, there shall be no real estate commission paid. Purchaser thereby waives any claim of specific performance against the Seller in the event of termination of this agreement by Seller. The lack of mutuality of defenses or remedy shall not be a defense available to Purchaser.

The Purchaser acknowledges that the Purchaser has read, understood and accepted the foregoing.

[Signature] (Initials)

Vincent Brown, attorney

9. ~~This sale shall be closed by the law office of COURTNEY MASON & ASSOCIATES, P.C.~~ Purchaser may bring their own attorney to closing, at Purchaser's sole expense, if Purchaser shall so desire.

10. Additional Provisions:

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

[Signature]
Purchaser

[Signature]
Purchaser

By: *[Signature]*
Seller

ADDENDUM "D"**AGREEMENT TO ARBITRATE**

The Seller and the Purchaser acknowledge that this Agreement necessarily involves interstate commerce by virtue of the materials and components contained in the Dwelling and each of the parties agrees to arbitrate any and all disputes arising under this Agreement, with the exception of disputes alleging criminal or statutory violations. The parties agree that the Arbitration will be binding and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The arbitrators will render a decision that the arbitrators agree to be fair. The arbitrators' decision will be final and binding upon both parties and a judgment on the decision may be entered in any court having jurisdiction. All administrative fees for the arbitration will be paid for by both parties equally. The parties further agree that any question as to the scope of this Agreement, will, to the extent permitted by law, be determined by the Arbitrators (including, but not limited to, issues of unfairness, capacity, waiver, unconscionability, arbitrability and so forth). The party seeking relief (the Invoking party) has a duty to initiate the Arbitration process as specified herein. The parties further agree that should one party invoke Arbitration in accordance with this Agreement, the other party will bring to the Arbitration process any claim or counterclaim which it may have against the invoking party, whether deemed to be compulsory or permissive in law; and the failure to bring such claim or counterclaim will constitute a waiver of and a bar to the bringing of such claim or counterclaim in any subsequent Arbitration or legal action.

Except as limited herein above, the Purchaser and the Seller understand and agree that (1) EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (2) THAT PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDING IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM THE COURT PROCEEDINGS; AND (3) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK VENUE OR MEDIATION WILL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

NEITHER PARTY WILL BE COMMITTED BY THE TERM OF THIS AGREEMENT TO ARBITRATE UNLESS BOTH PARTIES SIGN BELOW, IN WHICH EVENT BOTH PARTIES WILL BE COMMITTED.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on this the _____ day of _____, 20____.

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)


Purchaser


Purchaser

By: 
Seller

Exhibit "1"**RECEIPT OF BUILDING QUALITY STANDARDS**

Signature below evidences Purchaser/Owner has received the Building Quality Standards Section referenced in Paragraph 15 (C) and agrees to these standards in all aspects of this contract. This Building Quality Standard section shall list the responsibilities of the Seller and the Purchaser/Owner with respect to this Contract and the Limited New Home Warranty.

Witness to Purchaser/Owner's Signature(s)


Purchaser

Witness to Purchaser/Owner's Signature(s)


Purchaser

ADDENDUM

THE TERMS AND CONDITIONS OF THIS ADDENDUM FORM A PART OF THAT CERTAIN
GENERAL RESIDENTIAL SALES CONTRACT DATED 1/25, 2005,
BETWEEN THE UNDERSIGNED PURCHASER(S) AND SELLER(S).

Time Is of Essence

Purchaser acknowledges
that another offer has been
presented. In fairness to both
parties, seller has made counter
offer based on his "net" being
the same from each sale.

The first party to respond
with written acceptance and no
change or contingency shall be
the primary contract.

The second response shall
be a back-up contract to the
first (primary) if Purchaser elects
to do so.

In event either Purchaser elects
not to be a "back up", earnest
money shall be refunded.

Any Time Stamp shall be evidence
of receipt of acceptance from Purchaser

Witness to Purchaser's Signature(s)

Witness to Seller's Signature(s)

Purchaser

Date

Purchaser

Date

Seller

Date

Seller

Date



20050131000045910 Pg 24/24 80.00
Shelby Cnty Judge of Probate, AL
01/31/2005 12:40:00 FILED/CERTIFIED

ADDENDUM

This addendum is to be made part of the contract dated _____
between the undersigned Purchasers, Eugene A + Mary Lou Verdesen
and the undersigned Sellers, Bradford Homes
of real property located at 21 Martin Street, Helox

① Purchaser's removed their contingency
to sell their home.

② Close date to be on or before 2/22/05.

WITNESS

WITNESS

Eugene A Verdesen 1-24-05
PURCHASER

DATE

Mary Lou Verdesen 1/24/05
PURCHASER

DATE

John D. Segars 1-25-05
SELLER

DATE

SELLER

DATE

RE/MAX

Advantage Central



2964 Columbiana Road
Birmingham, Alabama 35216
Office: (205) 979-9854
Fax: (205) 979-2558

Each Office Independently Owned and Operated