## IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE	)		
OF HENRY BRELAND DAVIS,	)	CASE NO.	PR-2004-000147
deceased	)		

#### ORDER ON PETITION FOR PRIVATE SALE OF REAL PROPERTY

This cause came on to be heard on Petition for Private Sale of Real Property filed by Mildred W. Partridge, Personal Representative. Present in open court were Mildred W. Partridge and her attorney of record, Joseph E. Walden and Sanford D. Hatton, Jr, guardian ad litem for Beth Howard, Tina Howard and Billy Joe Howard. Due and proper notice having been provided in strict accordance of law, to all those entitled thereto, the Court proceeded to take oral testimony.

The Court finds that the decedent owned real property described in Exhibits A and B, attached hereto, and that a sale thereof is necessary for division and distribution among decedent's heirs at law.

The Court taking note of consents of record, and the guardian ad litem interposing no objection, and being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to parties bearing no relation or common interest with Petitioner herein,

It is therefore ORDERED, ADJUDGED and DECREED as follows:

The Personal Representative's Petitions for Private Sale of Real/Personal Property are hereby GRANTED. The Personal Representative, Mildred W. Partridge, is authorized to sell said real property described as Exhibit A (and the personal property located in and around the residence) to David Chasteen and Cindy Chasteen for \$203,000.00 and in accordance with the contract attached hereto as Exhibit C. The said Mildred W. Partridge is authorized to execute any and all documents and instruments necessary to effectuate said transaction.

Further, the Personal Representative, Mildred W. Partridge, is authorized to sell said real property described as Exhibit B to Davis Chapel Freewill Baptist Church for \$12,000.00, and in accordance with the contract attached hereto as Exhibit D. The said Mildred W. Partridge is authorized to execute any and all documents and instruments necessary to effectuate said transaction, provided that the deed to the purchaser must contain a covenant which shall run with the land that the property shall never be used as a graveyard, cemetery or other like purpose.

The Court notes for the record that the entirety of the real property was appraised for \$190,000.00, and that the contract with David and Cindy Chasteen has been amended, by agreement of all parties, to remove that parcel being sold to Davis Chapel Freewill Baptist Church, and that the amount to be paid under the contract attached as Exhibit C has been reduced accordingly, also by agreement, in the amount of \$12,000.00.

It is ORDERED that the foregoing authorizations to sell are contingent upon the Personal Representative posting increased bond in the amount of \$236,000.00, with good and sufficient surety, to be approved by the Court prior to sale, whereupon the contingency will be removed.

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Petitioner is ordered to report to the court upon consummation of said sales within thirty (30) days hereof.

Costs of Court, including a guardian ad litem fee of \$360.00, are taxed to the estate of Henry Breland Davis.

\_\_\_\_, 2005.

Patricia Yeager Fuhrmeister

Probate Judge

cc: Joseph E. Walden, Esq.

Sanford D. Hatton, Jr., Esq.

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Correct copy Patrick Yago Francister
8-10-05 Probate Judge

The NW 1/4 of the NE 1/4 of Section 8, Township 18 South, Range 2 East; and also all that part of the SW 1/4 of the SE 1/4 of Section 5, Township 18 South, Range 2 East, lying South of the Pumpkin Swamp Road, except one acre of land heretofore sold to the Davis Chapel Baptist Church, and known as the School House one acre, all in tp 18, Range 2 East, and containing 59 acres more or less. Also less and except the 3.09 acres which is conveyed to Davis Chapel Freewill Baptist Church. Situated in Shelby County, Alabama.

20050819000428940 3/17 \$59.00 Shelby Cnty Judge of Probate,AL 08/19/2005 03:41:08PM FILED/CERT Commence at the southwest corner of the southwest quarter of the southeast quarter of Section 5, Township 18 south, Range 2 east, Shelby County, Alabama and run thence North 69 degrees 58 minutes 34 seconds East off of the west quarter-quarter line of said quarter-quarter section (The bearing of which is North 00 \* 54\* 02" E) and run 491.45' to a steel rebar corner and the point of beginning of the property being described; Thence run South 82 degrees 06 minutes 59 seconds East and run a distance of 420.00' to a set rebar corner; Thence run North 00 degrees 04 minutes 54 seconds West a distance of 434.19' to a set rebar corner on the south margin of Shelby County Highway No. -55; Thence run North 88 degrees 17 minutes 24 seconds West along said margin of said Highway a distance of 222.23' to a set rebar corner; Thence run South 00 degrees 04 minutes 54 seconds East a distance of 200.06' to a found old steel corner; Thence run North 82 degrees 06 minutes 59 seconds West a distance of 195.71' to a found old steel corner; Thence run South 00 degrees 04 minutes 54 seconds East a distance of 210.00' to the point of beginning, containing 3.09 acres. Property is subject to any and all easements, agreements, restrictions and limitations of probated record or applicable law.

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Exhibit

FINANCED SALES/VA CONTRACT Form Approved by Birmingham Association of REALTORS Birmingham, Alabarda September 25, 1996 (Previous forms obsoleta)

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FIRST

FIRST REAL ESTATE CORPORATION OF ALABAMA

Date: Nov 8, 2011	First Real Estate Corporation of Alabama
The undersigned Purchaser(s) Dovid Chasteen and Ca	nay Licasifica hereby agrees to purchase and
the undersigned Sollor(s) Mildred Vol. Phetricoe, as A  (Pursue Print Names)	donutile tradition of the Estate of Henry Brellen Davis
described real estate, together with all improvements, shrubbery, plant of County of	antique, fixtures and appurtenances (the "Property") situated in the City  Alabarra, on the terms stated below:  and legally described as (ot Hlock
Survey	and legally described as 1 of Block Block Page
1. THE PURCHASE PRICE Shall be \$, pay Emmost Money, receipt of which is hereby acknowledged Balance of cash downpayment due from the Furchaser a	
(a) LOAN CONTINGENCY: This contract is contingent upon loan in the amount of \$ \( \Delta \sqrt{\text{finite}} \) (excluding any financed to	Purchaser obtaining approval of a
(b) LOAN CLOSING COSTS AND PREPAID ITEMS: Loan & of the amount of the approved loan, shall be paid by	Discount, if necessary for obtaining the required loan, not to exceed with Purchaser. Cl Seller. All other town closing costs and prepaid items igation to pay (or to reimburse Purchaser) for any loan closing costs is
(c) IF FHA OR VA FINANCING IS UTILIZED, THE "FHA/VA.	AMENDATORY CLAUSE ADDENDUM" MUST BE ATTACHED.
2. AGENCY DISCLOSURE: Print name of listing company, is an agent of (check one).  The listing company is an agent of (check one).  Disclored Print name of selling company, if any The selling company, if any, is an agent of (check one).  Disclored Purchaser Disord parties as a limited consensual of Seller Disordaser Disord parties as a limited consensual of the selling company.	dual agent Cl Neither party and is acting as a contract broker.
Purchaser's Inidals [ ]	Seller's Initials
parties, at which time the earnest money will be promptly deposited fails to carry out and perform the terms of this Contract, the earnest provided Seller agrees to the cancellation of this Contract. In the agreement of the other party, Seller or Broker holding the earnest recourt, and shall be entitled to deduct from the earnest money for court, and shall be entitled to deduct from the earnest money for court, and shall be entitled to deduct from the earnest money for court, and shall be entitled to deduct from the earnest money for court, when the earnest money is a check and the check is returned by a faithful further recourse on the part of Prephases.	Seller and Purchaser hereby the selected and signed by all into the escrow account of the Listing Broker. In the event Purchaser money shall be forfeited as liquidated damages at the option of Seller, event either Purchaser or Seller claim the earnest money without the noney may interplead the disputed portion of the earnest money into interplead the contact expenses relating to the interpleader, inancial institution as unpaid, Seller has the right to void the contract
any defect or encumbrance in the title, subject to exceptions herein, refunded. In the event both () wher's and Morigagee's title policies are policies will be discluded and policies are policies will be discluded and policies are policies.	dard form owner's title insurance on key at 2000 is expense, issued by purchase pince, insuring Purchaser against loss on account of including paragraph & below; otherwise, the carnest money shall be obtained at the time of closing, the total expense of procuring the two thanks approximate the two including paragraphs. At the purchaser's expense.
Purchaser II does III does not require a survey by a registered Alabaherein, the survey shall be at Purchaser's expense (NOTE: Lender refurchaser III does III does not require a termite bond. If a bond is required that I Purchaser's III Seller's expense. If a new bond is required that	ma land surveyor of Purchaser's choosing. Unless otherwise agreed may require a survey)

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6. PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mongage(s) assumed, and fire district dues, it any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. UNILESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSE OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

- 7. CLOSING & POSSESSION DATES: The sale shall be closed and the doed delivered on or before Lieuneber 15 many except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed it the Property is then vacant; otherwise, possession shall be delivered on I kecember 15. 12004 at 2:20 U a.m. 2 p.m. NOTE if Purchaser 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.
- 8. CONVEYANCE: Seller agrees to convey the Property to Purchaser by John Survivorship warranty deed (check here I) if Purchasers desire title as joint tenants with right of survivorship). Free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not benefit excepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND/OR MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, LANGUARY AND CITS CITS NOT LOCATED IN A FLOOD PLAIN, AND UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDEN-TIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGO. ING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES
- 9, CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY SALESPERSON MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Purchaser has the obligation to determine any and all conditions of the Property material to Purchaser's decision to purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances. and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; subsurface conditions, including radon and other potentially hazardous materials and/or gases: and any matters affecting the character of the neighborhood. Furchaser shall have the opportunity to determine the condition of the Property in accordance with "A", "B", or "C" below, as selected by the parties NOTE: LENDERS OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE INSPECTION AND SEPTIC TANK INSPECTION. PURCHASER'S INSPECTIONS SHOULD INCLUDE SUCH MATTERS IN ANY EVENT.

"MARK EITHER "A". "B". "C(I)". OR "C (I)" AND "C(II)". CHOICE(S) MIST BE INTIALED BY BOTH FARTIES TO BE PART OF THIS CONTRACT."

A. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser has inspected the Pr

either personally or through others of Purchaser's choosing, an well and tear to the closing.*	id accepts the Property in its present "as is" condition, including ordinary
Purchaser's Initials	Seller's Initials
Property in its present "as is" condition, including ordinary weathouts below) to (i) make any repairs required by the lending ins and any built-in appliances in normal operating cond	or through others of Purchaser's choosing, and without relying on any person or any printed or written description of the Property, accepts the rand tear to closing, except that Seller agrees (subject to any dollar thinking; (ii) deliver the hearing, cooling, plumbing and electrical systems little at the time of closing and the perform the following.
SHALL NOT EXCEED 5 If such repairs contacts excess or (it not prohibited by Purchaser's I ander) accept the	xcooks this amount and Sollor refuses to pay the excoss, Purchaser may pay Property with the limited repairs of accept the specified coiling amount at
Purchaser's Initialis	Seller similials
C(1) Purchaser requires additional increases and the	

urchaser requires additional inspections of the Property at Purchaser's expense. Protaptly after Seller's acceptance of this Contract, Purchaser shall either personally or through others of Purchauer's choosing, inspect and investigate the Property. If such inspections reveal conditions unsatisfactory to the Purchaser ("Defects"), Phirchaser may, at Furchaser's option, (i) terminate this Contract or (ii) request Seller to correct the Defects. Purchaser shall exercise this option by written notice to Seller delivered to Seller on or before 5:00 P.M. on \_\_\_\_\_, which notice shall specify the Defects that Seller is requested to correct or that caused Purchaser to elect to terminate this Contract. If Purchaser elects to communate this Contract, Seller shall promptly refund the Flames: Money. If Purchaser instead requests Seller to correct the Defects, Soller shall notify Purchaser within \_\_\_\_\_ days of receipt of such request whether Seller will correct the Defects and Seller shall have a reasonable time to correct the Defects prior to coosing. If Seller elects not to correct the Defect, Purchaser shall notify Seller, by written notice delivered to Seller within \_\_\_\_\_ hours of receipt of Sector's refused to correct the Defects, that Purchaser elects to terminate this Contract and receive a refund of the Earnest Money or to waive the Defects and proceed to close the sale.

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Purchaser's failure to notify Seller of any such Defects or to terminate this Contract, as herein provided, shall conclusively be deemed acceptance of the Property "as is," subject to c(11) below, including ordinary wear and mar to the closury.

Purchaser's Initials	Seller's Initials
C(ii) In addition to any repairs agreed to by Selier and Purchase below) to (a) make any repairs required by the lending institution and any built-in appliances in normal operating condition at the time of PARAGRAPH C(ii) (EXCLUSIVE OF ANY ADDITIONAL REPAIR EXCEED \$	(b) deliver the heating, cooling, plumbing and electrical systems and closing. ANY REPAIRS REQUIRED OF SELLER UNDER THIS
Purchaser's Initials	Seller's http://s.5
*NOTE: "Ordinary wear and tear" as used in "A" and "C", shall	not be deemed to include material failure of the heating, cooling,

plumbing and electrical system or built-in appliances. If such a system or appliance suffers material failure after acceptance under "A" or "C" above but prior to closing and Salter refuses to pay for any repairs reasonably required to restore it to an operating condition at least as good as previously existing. Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation promptly after Purchaser's receipt of Seller's notice of refusal to pay for such repairs; provided that notice of cancellation must, in any event, be received prior to closing.

Purchaser has the right and the responsibility to walk through and impact the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed under "A", "B", or "C", whichever one has been selected by the parties. After closing, all conditions of the property are the responsibility of Purchaser.

10. DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations (ii) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating 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) subsurface conditions, including ration and other potentially hazardous materials and/or gases; or (ix) any other matters affecting their willinguess to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Purchaser's Initials	Seller's knuis is
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- 11. SELLER WARRANTS that Seller has not received nouncation from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.
- 12. FIRE/SMOKE/GAS DETECTORS: Purchaser shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws.
- 13. 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 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 Purchaser shall have the option of cancelling 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 Purchaser 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 Purchaser.
- 14. SELECTION OF ATTORNEY: Purchaser and Seller hereby II do III do not agree to share the lites of a closing attorney. Purchaser and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this Contract, and the closing, by an attorney of their own theoring at their own expense.

15. BROKERACE TEE/CONTINUOTON - THE CONTINUOTON TAYABISE OF THE LOTTE CONTINUO DROKER DE LIBRARIA AND THE DROKERS AND THE TREBET OF THE STREET OF THE DROKERS AND THE DROKERS AND THE PROPERTY OF THE DROKERS AND THE DROKERS

16. PERSONAL PROPERTY: Any personal items remaining with the Property shall be at no additional cost to Purchaser; shall not add to the value of the Property; shall be in "as is" condition unless otherwise agreed to herein; shall be unendambered at the time of closing; and that which is currently on the premises and included on the itemized (ist attached hereto (said list to be specific as to description and location of such items).

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Financed/VA Sales Contract - Page 3 of 8

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17. NON-REFUNDABLE FEES: Purchaser and Seller acknowledge that in the event this Cossimact is canceled or not closed, any fees paid will be non-refundable.

18. FACSIMILE OR COUNTERPART SIGNATURES: This Contract may be executed by either party or both parties by telecopy or facsimile, and shall be binding upon the party so executing it upon the receipt by the other party of the signature.

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

20. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Sciler, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or amplied, not specified herein.

		11/04/04
	Purchaser	(Date)
Witness to Purchaser's Signature	Purchaser	(Date)
		(Date)
Witness to Seller's Signature	Scici	(1)ate)
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Not applicable except for VA Flatencing.  The terms and conditions of this Addendum form a part of that condensigned Purchaser(s) and Soller(s).  It is expressly agreed that notwithstanding any other provisions of the property described herein or to incur any penalty has been given in accordance with HUD/FHA or VA requirement administration, or a Direct Endorsement lender setting forth the appraised valuation. The appraised valuation is arrived at to deter development will insure. HUD does not warrant the value nor the contact the price and condition of the property as acceptable."  Witness to Purchaser's Hignanine	of this contract, the purchaser she forteiture of earnes; money depose written statement by the Federalised value of the property of not leath constantiation of the contract that the makingum mortgage the condition of the property. The purchases	all not be obligated to complete its or otherwise unless the purcha at Housing Commissioner, Veter as then \$\frac{8}{2} without regard to the amount of Department of Housing and Urbehaser should satisfy himself/hers (Date)

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## ADDENDUM TO SALES CONTRACT

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	de la company de		
		* Company of the Comp	The state of the same of the same and the same of the
Prope (a)	Seller Warrants Septic Tank Equipment. Seller system and that the septic tank system is in good to	represents that the Property is a working order.	served by a septic
		Seller's Initials	
(c)	Purchaser Declines Septic Tank Inspection; Relace septic tank system inspected and absolves First from tank system which may be discovered in the future	om any and all responsibility for positive they exist now or devel	o undertake to have roblems with the slop hereafter.
		Pun:haser's initials	
Home Purch	Inspection. Purchaser has been informed of the oppuser declines to engage an inspector.	orthatity so have a home inspection	at Purchaser's exp
		Purchaser's highla	
Limite	ed Home Warranty. Purchaser has been informed a ser declines to purchase a limited home warranty.	of the opportunity to purchase a li	imited home warra
		Purchaser's luvials	The state of the s
	rty Served by Well; Seller Warrants Good Condit	ion. Selier represents that the Poy the Purchaser. Seller warrants	roperty is served that the well, pum
TO ALL VI	reserve the straints are of the mater healthole to be abed t		4
,, CA1 41	nich nimishes all of the water available to be used be are in good working order.	Sellers's Induals	The second secon

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08/19/2005 03:41:08PM FILED/CERT Other Offers While Furchaser's Offer Fending. Purchaser acknowledges that offers other than the Purchaser's mor have have made or made he made helma Callan area on Direcharge or other or or more heralla Callania

	considering Purchaser's offer or counteroffer. Seller expressly reserves the right to accept, reject or withdraw any offer or counteroffer and to accept the offer of Seller's choice.
	Purchaser's Initials [Term]
_	
8.	Survey Recommended. In no event does were make any representation as to the length or location of the Property's boundary lines. Purchaser acknowledges being advised that a recent survey is the beat and perhaps the only assurance with regard to such matters, even if Purchaser has title insurance coverage.
	Purchasor's Initials DIT- MA
9.	Pre-Qualifying with Lender. Understanding that time is of the assence (meaning that the agreed dates are absolutely firm and not merely estimates or approximations), Purchaser agrees to furnish to Seiler a written statement acceptable to Seller with regard to specificity, on or before, from a mortgage lender confirming Purchaser's pre-qualification and Purchaser's compliance with item 1-A of this Contract by making application for a, loan in the amount of \$, interest rate locked in not to exceed, points
	locked in not to exceed and credit report and appraisal fees paid.
	Purchaser's Initials
10.	Earnest Money Check Not Cashed Until Contract Complete. Seller and Purchaser agree that the earnest money shall not be deposited into Later's trust fund until all terms and conditions have been agreed upon and the Contract has been signed by both Seller and Purchaser.
11.	Earnest Money of Purchaser with Financing Contingency Not at Risk if Appraisal Below Purchase Price. It is expressly agreed that, notwithstanding any other provisions of the 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 value of the Property established by the appraiser. Purchaser shall, however, have the privilege and option of giving timely notice of an election to proceed to close under this Contract in the event the value established by the appraiser is less than the purchase price
13	All Broker/Agent Commissions Negotiables. The commission payable to the troker in this onis least by the
	In this Contract, School wobseccing 20 10 pay.
	Now with the second of the sec
	Purchaser's Initials Seller's Initials

ALL OTHER TERMS AND CONDETIONS OF SAID AGREEMENT OF SALE SELALL REMAIN THE SAME.

THE HEREIN AGREEMENT UPON ITS EXECUTION BY BOTH PARTIES IS HEREWITH MADE AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT OF SALE.

Witness to Purchaser's Signature	Parchase	(Date)
Witness to Purchaser's Signature	Paser	(Date)
Witness to Seller's Signature	Splice	(Date)
Witness to Seller's Signature		(Date)

An explanation of the second with the second of the second

Seller

Contract Date

# DISCLOSURE ADDENDUM ON LEAD-BASED PAINT HAZARDS

PROPERTY LOCATED AT 216 Highway 55, Sterrett, A. 35147

LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was build prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known led-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

based paint hazards fro y known led-hased pain	m risk assessments or ins thazards. A risk assessm	pections in t	he seller's possession a	and notify the buyer
r's Disclosure				
Presence of lead-based	paint and/or lead-based pr	sint hazards (	check one below):	
1. D Known lead-base	ed and/or lead-based paint!	hazards are pa	resent in the property (c.	xplain):
2. Seller has no acti	ral knowledge of lead-base	ed paint and/c	r lead-based paint hazar	ds in the property.
Records and reports av	ailable to the seller (check	cone below):		
1.   Seller has provid and/or lead-base	ed the purchaser with all a d paint hazards in the prop	vailable recor erty (list docu	ds and reports pertaining ments below).	g to lead-based paint
2. Seller has no reproperty.	orts or records pertaining!	to lead-based	paint and/or lead-based	peum hazards in the
Hoseph E. Walders Has infor her responsibility to er	med the seller of the seller isure compliance.  Hrol		-e	and is aware of his/
Purchaser has received	the pamphie:			
Purchaser has (check c	me below):			
1. D Requested a 10 lead-based pain or	day opportunity to condu t and/or lead-based paint	ct a risk sass hazards (pr	essment or inspection fovided on reverse side)	or the presence of
2.   Waived the opposint and	ortunity to conduct a risk for lead based paint haza	rds.	or inspection for the pa	resence of lead-
fication of Accuracy-The knowledge, that the infor	ic following parties have remaining they have provided	eviewed the just and a	aformation above and coccurate.	ertify, to the best of
Seller Seller	Listing Date	Pluchasor	And the second of the second o	Contract Date
Seiler	Linting Date	Pulchuser	andiginal and an experience and an experience and and and and an experience of the second and	Contract Date
	nased paint hazards from known led-based pain ommended prior to pure a bisclosure. Presence of lead-based 1.   Known lead-based 1.   Known lead-based 2.   Seller has no actually read-based and/or lead-based and/or lead-based 2.   Seller has no reproperty.   Seller has no reproperty.   Seller has no reproperty.   Seller has no reproperty.   Property has informed the responsibility to enuser's Acknowledgment and Purchaser has received Purchaser has received Purchaser has (check of 1.   Requested a 10 lead-based paint or 2.   Waived the opposite of Accuracy-Theological and fication of Accuracy-Theological fication of Accur	Project you Family from Lead in 1  Purchaser has informed the seller of the seller her responsibility to ensure compliance.  Project you Family from Lead in 1  Purchaser has received copies of all information Purchaser has (check one below):  1. In Requested a 10 day opportunity to conduct a risk based paint and/or lead-based paint hazards.  Purchaser has received the pamphie:  Project you Family from Lead in 1  Purchaser has footnets on the seller of the seller has received the pamphie:  Project you Family from Lead in 1  Purchaser has received copies of all information purchaser has feeling the pamphie:  Project you Family from Lead in 1  Purchaser has check one below):  Company that the information they have provided the pamphie that the conduct a risk based paint and/or lead based paint hazards.  Purchaser has check one below the pamphie that the information they have provided the pamphie.	passed paint hazards from risk assessments or inspections in to known led-based paint hazards. A risk assessment or inspectommended prior to purchase.  Presence of lead-based paint and/or lead-based paint hazards (1). It known lead-based and/or lead-based paint hazards are provided and reports available to the seller (check one below):  1. Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the property (that does and/or lead-based paint hazards in the property (that does a seller has no reports or records pertaining to lead-based property.  1. Seller has no reports or records pertaining to lead-based property.  1. Seller has informed the seller of the seller's obligations her responsibility to ensure compliance.  1. Proker/agent init processor has received depies of all information listed above. Purchaser has received the pamphic:  1. Requested a 10 day opportunity to conduct a risk assessment based paint and/or lead-based paint hazards (proof or a lead-based paint and/or lead based paint hazards.)  1. Waived the opportunity to conduct a risk assessment based paint and/or lead based paint hazards.  1. Waived the opportunity to conduct a risk assessment based paint and/or lead based paint hazards.  1. Waived the opportunity to conduct a risk assessment based paint and/or lead based paint hazards.  1. Waived the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the information they have provided its age and a seller that the informat	Presence of lead-based paint and/or lead-based paint hazards (check one below):  1.   1.   1.   1.   1.   1.   1.   1.

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## SALES CONTRACT LEAD-BASED PAINT EVALUATION CONTINGENCY

Property built before 1978

PROPERTY LOCATED AT: 2116 (4455)		57ERRETT AL 35/47
This contract is contingent upon risk assessment paint and/or lead-based paint hazards at the Purchaser's tance of said contract dated	or inspection o	f the property for the presence of lead-based
This contingency will terminate at the above PURCHASER'S AGENT delivers to the SELLER OR from a risk assessor or inspector naming specific lead-ba	SELLER'S AG	ENT the lead-based paints inspection report
The Seller may, at the Seller's option, within five to correct the hazard(s) prior to settlement. If the Seller chaser	days after deliver r will correct the	ry of the said report, elect in writing whether e hazard(s), the seller shall furnish the Pur-
with certification from a risk assessor or inspector demonstrate the settlement. If the Seller does not elect to make the rephase five days to respond to the counter offer or remove to this contract shall become void. The Purchaser may represent a limital of the settlement. If the Seller does not elect to make the rephase five days to respond to the counter offer or remove to this contract shall become void. The Purchaser may represent the settlement of the settlement.	his contingency emove this conti	ller makes a counteroffer the Purchaser shall and take the property in its as is condition
PURCHASER'S CONTRACT RI	ELEASE OF	LEAD-BASED PAINT
PURCHASER ACKNOWLEDGMENT (check a	appropriate bo	oxes)
D Purchaser acknowledges that he/she has received a paint inspection for the presence of lead-based or lead-based paint inspection has been made.	a i ()-day opportuation i paint, lead-base	nity to conduct a risk assessment or lead-based ed paint hazards, that such a risk assessment
D Purchaser requests that Seller correct the lead-base	ed paint hazards i	n report
D Purchaser acknowledges that Seller is under no a paint hazards identified by the lead-based paint contingency and accepts the property in its "as is"	t inspection and	rrect any lead-based paint and/or lead/based/or risk assessment and hereby removes this
CERTIFICATION OF ACCURACY		
The following parties have reviewed the information that the information they have provided is true and a way of the information they have provided is true and a way of the information they have provided is true and a way of the information that the information they have provided is true and a way of the information that the information they have provided is true and a way of the information that the information they have provided in the information that the information they have provided in the information they have provided in the information the way of the information they have provided in the information the info	above and co courate.	rtify, to the best of their knowledge,
Purchaser	Purchaser	Date
Date Date		

The publisher is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Hecause of varying state and local laws, competent legal or other advice should be secured before using any form.

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JUDIE - 194 E. WHALLIE

## Addendum

Witness	Soller Malland pallage ///
Witness	Seller 1/ Cf
Witness	Purchaser
Witness	Purchaser



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11762/2004 15:31

REDUCTER

Exhibit "A"

- 1. Four (4) guns
- 2. Metal Chair
- 3. Family photos
- 4. Personal items and records

20050819000428940 14/17 \$59.00 Shelby Cnty Judge of Probate, AL 08/19/2005 03:41:08PM FILED/CERT DAVID OR CINDY CHASTEEN SON COUNTRY FARM

20986 HWY 55 N 205-672 962% STERRETT, AL 35147

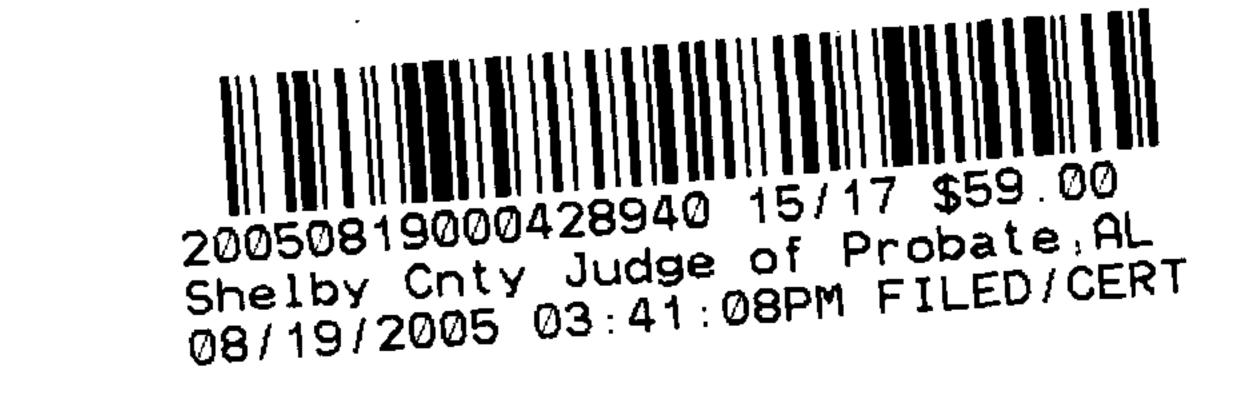
61-360/83 0870001585

PAY TO THE JOE WALDEN \$ 1000 82

Response Appound

A Provider of Sysperies Promoting Services

"O62003605" O870001585"



### GENERAL RESIDENTIAL SALES CONTRACT

establish that Seller has satisfied this covenant.

. Form approved by Birmingham Area Board of REALTORS.

7/13/P3 (eleloedO emc." (Piev

1-1-18

This Form Furnished by

## Lauyers Title Insurance Corporation

Birmingham, Alabama

he undersigned Purchaser(s) Davis Chapel Fre	
nd the undersigned Seller(s) Estate of Henry (PLEASE PRINT NAMES)	Brellen Davis hereby agrees to sell the
ollowing described real estate, together with all improvement of Vandiver	its, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the
\ddress	
nd legally described as Lot Block. See attched legal description	Survey
Map Book Page	
THE PURCHASE PRICE: shall be \$_12_000_00	
Earnest Money, receipt of which is hereby acknowledge	
Cash on closing this sale	\$\frac{11,900.00}{}
•	
	• • • • • • • • • • • • • • • • • • •
	, and the state of
	20050819000428940 16/17 050
	Shelby Caty 10/1/\$59.00
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; !	
2. AGENCY DISCLOSURE: The listing Agency $N/R$ represents the Seller (unless otherwise stated), and the selling	_
represents [ Seller [ Purchaser.	
Seller's Initials	Purchaser's Initials
CONDITION OF THE PROPERTY EXCEPT TO THE EXTEN- to determine, either personally or through or with a representa- decision to buy the Property, including without limitation, the co- and the roof and the basement, including leaks therein; the utility and sewer or septic tank availability and condition; sub- or buried tanks and other objects; including potentially hazard	R ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE TEXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation alive of Purchaser's choosing, any and all conditions of the Property material to Purchaser's ordition of the heating, cooling, plumbing and electrical systems and any built-in appliances size and area of the Property; construction materials, including floors; structural condition esurface conditions, including the presence or absence of sinkholes, mining activity, wells lous gases such as radon, and any matters affecting the character of the neighborhood. In the following paragraphs selected from A-E below shall govern this Contract with respective to the paragraphs selected from A-E below shall govern this Contract with respective to the paragraphs.
NOTE: ONLY THOSE PARAGRAPHS IN	VITIALED BY <u>BOTH PARTIES</u> SHALL APPLY TO THIS CONTRACT
	or D.) Seller shall not be required to make any repairs to the Property whatsoever unde
sullers material damage beyond ordinary wear and tear prior	s is" condition, including ordinary wear and tear to the closing date. However, if the Property to the closing date, and Seller refuses to pay for any repairs reasonably required to restore ing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the
Contract and recover the earnest money by notifying Seller in	n writing of the cancellation within 72 hours of Purchaser's receipt of Seller's
	of cancellation must in any event be received prior to closing.
Seller's initials	Purchaser's initials
but do not select both.)	s not require further inspections, or choose B(2) if further inspections are required
B(1) Purchaser has inspected the Property and, with any printed or written description of the Property accents the	noul relying on any representation or warranty from Seller or Broker or any salesperson of Property in its present "as is" condition, including ordinary wear and tear to closing date
subject only to the following:	- Topotty in the process we be well-distributed by the analy theat and to all to closing date
Seller's initials	Purchaser's initials
Purchaser shall have the right, at Purchaser's expense and	Property. Withincalendar days after Seller's acceptance of this Contract through licensed contractor(s) or other qualified professionals of Purchaser's choosing, it is or investigations reveal conditions unsatisfactory to Purchaser, Purchaser shall inform
Seller in writing of such unsatisfactory condition, and provide of this Contract. Seller shall notify Purchaser in writing within	to Seller at no cost a copy of the inspector's written report, all withinday
contact the detect bilds to closing. It Seller is unable of ur	willing to correct the detect, Seller shall not be obligated to do so, but Purchaser sha
then have the option of cancelling this Contract by notifying the aut, and the Earnest Money shall be returned to Pure	Seller in writing within hours of receipt of Seller's written refusal to corrections. Purchaser's failure to notify Seller of any such defect or of Purchaser's election to
reministration in Contract, as neren provided, shall conclusively	be considered approval of the Property as is and an election to proceed with the closing
Selier's initials	Purchaser's Initials
C. Seller agrees to deliver the heating, cooling, pl	umbing and electrical systems and any built-in appliances in normal operating condition
ma uma or closing, provided, it shall be the responsibility i	of Purchaser to inspect said systems and equipment prior to closing and to notify Self- condition. Purchaser's failure to provide such not!!Ication prior to closing shall conclusive

Q. All repairs required of Seller under				
ot exceed \$ If easy ''re additional cost or accept the Property with the sice,, and this sale shall be closed as scheduled, o	limited repairs (or acc	ept the specified ceiling an	nount at closing as a reduction	n of the purchase
hours of Purchaser's receipt of Selle		·	ang combi in winning of the co	anconation within
eller's Initials			Purchaser's initials	<del></del>
E. PURCHASER REQUIRES A WALK-THROBERAIRS HAVE BEEN PERFORMED AND THE PROPUEAR AND TEAR EXCEPTED, AS WHEN INITIALLY	PERTY IS OTHERWISE			
eller's initials			Purchaser's initials_	
EARNEST MONEY & PURCHASER'S DEFAUL	•			
Purchaser fails to carry out and perform the terms of the provided Seller agrees to the cancellation of this Contexent both Purchaser and Seller claim the earnest meannest money into court, and shall be entitled to reimburger.	Inis Contract, the earned lead. Said earnest more oney, the person or fi	est money shall be lorleite ney so forfeited shall be di rm holding the earnest mo	d as liquidated damages at the ivided equally between Seller oney may interplead the dispu	e option of Seller, and Agent. In the ited portion of the
CONVEYANCE: Seller agrees to convey the Property Conveys the Conveys to Convey the Property Conveys to Convey the Property Conveys to Conveys the Property Conveys the Property Conveys the Property Conveys to Conveys the Property Conveys the Property Conveys to Conveys the Property Conveys the	assumed may be clearly MINERAL AND	encumbrances except as red at the time of closing for MINING RIGHTS NOT	permitted in this Contract. Selform sales proceeds. THE PROOWNED BY SELLER AND	ler and Purchaser OPERTY IS SOLD D SUBJECT TO
PRESENT ZONING CLASSIFICATION, <u>UNKNOU</u> DTHERWISE AGREED HEREIN, SUBJECT TO UTILI RESTRICTIONS, AND BUILDINGS LINES OF RECEPTOPERTY FOR RESIDENTIAL PURPOSES.	ITY EASEMENTS SER	IVING THE PROPERTY, R	ESIDENTIAL SUBDIVISION C	COVENANTS AND
TITLE INSURANCE: SAIMKAANAKAKAMMININE ANALIMAKAMAKAMAKAMAKAMAKAMAKAMAKAMAKAMININGKAMI ANALIMAKAMAKAMAKAMAKAMAKAMININGKAMININGKAMI ANALIMAKAMAKAMAKAMAKAMAKAMAKAMAKAMININGKAMINGKAMININGKAMININGKAMININGKAMININGKAMININGKAMININGKAMINGKAMINGKAMINGKAMININGKAMININGKAMININGKAMININGKAMININGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMINGKAMININGKAMININGKAMININGKAMININGKAMINGKAMINGKAMINGKAMININGKAMININGKAMININGKAMINGKAMINGKAMININGKAMINGKAMININGKAMINGKAMININGKAMININGKAMINGKAMINGKAMININGKAMININGKAMININGKAMININGKAMININGKAMININGKAMININGKAMININGKAMININGKAMI	rix sokus serika kuku k Menik serika kuku kepa Perika kuku kepa kepa Perika kuku kepa kuku kepa	KIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Serving to the contract and stated to the contract and the contract and stated to the contract and sta	AND A WOMAN AND XIND YOUNG YOU
7. SURVEY: Purchaser does [X does not [] (chotherwise agreed herein, the survey shall be at Purch	*	vey by a registered Alaban	na land surveyor of Purchaser	s choosing. Unless
8. PRORATIONS: Ad valorem taxes, as determined district dues, if any, are to be prorated between Selle shall be credited to Seller. UNLESS OTHERWISE AGIN ARREARS FOR PURPOSES OF PRORATION; M.	r and Purchaser as of REED HEREIN, ALL A UNICIPAL TAXES, IF	the date of delivery of the D VALOREM TAXES EXC ANY, ARE PRESUMED T	deed, and any existing advance EPT MUNICIPAL ARE PRESUO BE PAID IN ADVANCE.	ce escrow deposits JMED TO BE PAID
9. CLOSING & POSSESSION DATES: The sale have a reasonable length of time within which to perfet if the Property is then vacant; otherwise, possession	ect litle or cure defects	in the title to the Property.	Possession is to be given on d	elivery of the deed,
of the Property, including condition of the roof and based conditioning, plumbing, water heating systems are (vii) the investment or resale value of the Property; or price herein set forth. Seller and Purchaser acknowledge they have sought and obtained independent advice resale.	edge that they have nences of this Contract sement; (iii) construction dappliances; (v) the avery (viii) any other matters edge that if such matters	ot relied upon advice or reand the sale, purchase or on materials; (iv) the nature vailability of utilities or sewes affecting their willingness	epresentations of Broker (or E ownership of the Property, (ii) and operating condition of the er service; (vi) the character of to sell or purchase the Proper	Broker's associated structural condition electrical, heating, the neighborhood; ty on the terms and
11. SELLER WARRANTS that Seller has not receive repairs, replacement, or alterations to the Property to Property except as described in this Contract. These	ived notification from at hat have not been sati	sfactorlly made. Seller war	rants that there is no unpaid in	ublic improvements, ndebtedness on the
12. FIRE/SMOKE DETECTORS: Purchaser shall concerning lire/smoke detectors have been met. Up solely responsible for compliance with such laws, includer Single Station Smoke Detectors in New and Existence.	oon closing or after tai ding the Alabama Depa	king possession of the Pro Intment of Insurance (Fire M	perty, whichever occurs first,	Purchaser shall be
13. RISK OF LOSS: Seller agrees to keep in force deed is delivered. If the Property is destroyed or mate it to its previous condition prior to closing, Purchaser the Property in its then condition. If Purchaser elects by reason of such damage shall be applied to the bases.	erially damaged between shall have the option of the accept the Property	en the date hereof and the of cancelling this Contract a In its damaged condition, a	closing, and Seller is unable or nd receiving the Earnest Mone ny insurance proceeds otherwi	r unwilling to restore by back or accepting
14. SELECTION OF ATTORNEY: If they have ago that such sharing may involve a potential conflict of and acceptance of same. Each of the parties further	greed to share the fees interest and they may acknowledges that he	of a closing attorney here be required to execute an	under, the parties hereto ackrallidavit at closing acknowledg	ling their recognition
the closing by an attorney of his own choosing, at his application of the statement of the		1, an	id signed by all parties, are he	reby made a part of
this Contract.  16. ENTIRE AGREEMENT. This Contract constitu	utoe the entire egreen	ant habvaan Purchaear and	d Seller regarding the Property	lla pahagnanua bna vi
prior discussions, negotiations and agreements between agent shall be bound by any understanding, agreement	een Purchaser and Se	ller, whether oral or written.	. Neither Purchaser, Seller, no	r Broker or any sales
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, SEEK LEGAL ADVICE BEFORE SIG				
		Ches	ter 4) Henran	<i>*</i>
4.		Purchaser Ch Chairman	ester Wydemen, of the Board of	as Trustees)
ande Burchem			pel Freewill Ba	ptist Churc
Witness to Purchaser's Signature(s)		Purchaser		(SEAL)
		Ton!!	a. Mantie	
		Seller Mild	redw. Partridg	re, as (SEAL)
Witness to Seller's Signature(s)	199-04	Henry Bre	tration of the lear Davis, dec ect to Probate	court (SEAL)
		Appr	coval.	
EARNEST MONEY: Receipt is hereby acknowledge FIRM	ed of the earnest mon			CHECK
1 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	• • •	• • • • •	<del></del>	' <del></del>
CCMM JSION: THE COMMISSION PAYABLE T REALTORS*, INC., BUT IN ALL CASES IS N		·		
amount of of the to	tal purchase price.		as Agent,	, a commission in the
		Shelby	9000428940 17/17 \$59.00 Cnty Judge of Probate, AL	
Sollor	Car May Paq		2005 03:41:08PM FILED/CERT	(SEAL)