

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)
) CASE NO. PR-2003-000567
DEWEY H. GARRETT, III,)
deceased)

ORDER APPROVING PRIVATE SALE

This cause came before the Court on petition of Dewey Hobson Garrett, IV, Personal Representative, of the estate of Dewey H. Garrett, III, for an order authorizing him to sell, at private sale, that certain real property of the decedent as described in the attached Exhibit A, in Shelby County, Alabama. Due and proper notice of these proceedings having been provided in strict accordance of law to those entitled to same, and the following appearing in open court: Jill T. Karle, attorney of record for Dewey H. Garrett, IV.

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner herein, that the offer contained in the contract attached hereto represents the highest and best offer obtained and that a sale in accordance therewith is in the best interest of those interested in decedent's estate;

It is ordered that said petition be granted and the contract for sale as attached hereto as "Exhibit B" be approved. Petitioner is authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, that the proceeds from said sale be paid by the Closing Attorney to the Probate Court of Shelby County, Alabama.

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ordered to report the completion of said sale within 30 days.

ENTERED AND FILED

MAY 16 2007

Kimberly Melton, Chief Clerk
Probate Court
Shelby County, Alabama

Order Approving Private Sale

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Estate of Dewey H. Garrett, III

PR-2003-000567

20070531000254870 2/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

Costs of Court are hereby taxed to the estate of Dewey H. Garrett, III.

DONE AND ORDERED this 16th day of MAY, 2007.


J. Michael Joiner

Specially Assigned Judge of Probate

cc: Jill T. Karle, Esq.
Wesley Garrett

I certify this to be a true and
correct copy Patricia Yeager Schmitt
5-29-07 Probate Judge
Shelby County

Exhibit H

20070531000254870 3/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

Lot No. 25 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and being more particularly described as follows: Commence at the intersection of the North right-of-way line of Center Avenue and the West right-of-way line of Cotton Street, said right-of-way lines as shown on the map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence North along said right-of-way line of Cotton Street for 86.79 feet to the point of beginning; thence continue North along said right-of-way line of Cotton Street for 75.00 feet; thence 88 degree(s) 44 minute(s) 15 second(s) left and run Westerly for 179.00 feet; thence 91 degree(s) 15 minute(s) 45 second(s) left and run Southerly for 60.00 feet; thence 79 degree(s) 08 minute(s) 15 second(s) left and run Southeasterly for 89.98 feet; thence 10 degree(s) 36 minute(s) left and run Easterly for 90.71 feet to the point of beginning. Situated in Shelby County.

ALSO INCLUDED IN THIS DEED IS THE FOLLOWING LOT:

Lot No. 27 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and being more particularly described as follows: Begin at the intersection of the North right-of-way line of Center Avenue and the West right-of-way line of Cotton Street, said right-of-way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence Southwesterly along said right-of-way line of Center Avenue for 90.48 feet;

thence 94 degree(s) 50 minute(s) 45 second(s) right and run Northerly for 96.97 feet; thence 91 degree(s) 36 minute(s) 15 second(s) right and run Easterly for 90.71 feet to a point on the Westerly right-of-way line of Cotton Street; thence 88 degree(s) 44 minute(s) and 15 second(s) right and run Southerly along said right-of-way line of Cotton Street for 86.79 feet to the point of beginning.

Jan. 5. 2007 12:00PM

Dec. 21. 2006 9:30AM

Dec 07 08 02:18p

Brenda Pauell

EXHIBIT

205-820-9621

No. 4245 2 2
No. 3608—P. 2/2—

20070531000254870 4/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

RealtySouth-

General/Planned Contract
August 1, 2003

Date DECEMBER 21, 2006

The undersigned Buyer(s) YORK BROWN AND ANDREW BROWN hereby agree(s) to purchase, and the undersigned Seller(s) THE ESTATE OF DEWEY H. GARRETT III hereby agree(s) to sell the following

described real estate, together with all improvements, shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of ALABASTER, County of SHELBY, Alabama, on the lot(s) stated below:
Address: 121 7th Street SW 7th Code 36007

Legal Description: Lot A7.25 Block Survey WILBURIA MILLS PROPERTY
LINE MAP Map Book 6 Page 10

Buyer and Seller acknowledge, in the event this contract is executed or not, that they have each paid an advance only fee non-refundable.

1. THE PURCHASE PRICE SHALL BE

Earnest Money \$3,500.00

(A) FINANCING: (Check as applicable)

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

☒ (2) This contract is contingent on Buyer obtaining approval of a ☒ Conventional ☐ FHA ☐ VA ☐ Other loan in the amount of \$ 83,500.00 or 10 % of the purchase price (including any financed loan costs) at the prevailing interest rate and term costs. If FHA or VA financing is utilized, the "FHA/VA Addendum Clause Addendum" must be part of this agreement.

Buyer will apply for financing within 30 days from limited date (5 days if not specified) and provide a letter of loan approval within 30 days (not applicable if left blank) and will provide any and all credit, employment, financial and other information required by the lender.

Either party may cancel this contract if Buyer, after using diligence and good faith, cannot obtain the financing as specified above. In this event, all earnest money shall be promptly refunded. If the purchase price exceeds the appraised value Buyer may elect to cancel this agreement and the earnest money shall be promptly refunded.

(D) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not to exceed \$ 0 (no payment if left blank). If such repairs exceed this amount and Seller refuses to pay the amount, Buyer may pay the amount or (if not prohibited by Buyer's lender) accept the property with the needed repairs or accept the specified ceiling amount at closing as a reduction of the purchase price, and this sale shall be closed as scheduled, or Buyer may cancel this contract by notifying Seller in writing within 10 hours of Buyer's receipt of Seller's notice of refusal to pay the amount.

Buyer to be responsible for obtaining acceptable insurance on the property and notifying himself with evidence of insurability within 10 days of final and contract date. Failure to do so by that date shall be conclusively deemed acceptance of any available insurance.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: Loan discount not to exceed 1 % of the amount of the approved loan, shall be paid by ☒ Seller ☐ Buyer. All other loan closing costs and prepaid items are to be paid by Buyer unless herein specified. Seller's obligation to pay for any loan closing costs is contingent upon the closing of the sale.

2. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before January 31, 2007. Possession is to be given at closing if the property is then vacant, otherwise, possession shall be delivered on CLOSING (AM) (PM). In the event Seller retains possession of the property beyond the day of closing Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the property shall be in the same condition as of the day of closing.

NOTE: If Buyer is to be given possession prior to closing, or if Seller is to remain in possession after closing, it is recommended that the parties enter into a written occupancy agreement.

3. EARNEST MONEY & BUYER'S DEFAULT: In the event an offer or counteroffer is not accepted, the earnest money shall be returned to Buyer within a signed release. Seller and Buyer hereby direct the Listing Broker to hold the earnest money until this contract has been accepted and signed by all parties (Excluded date), at which time the earnest money shall be promptly deposited into its proper account. In the event the offer is not acceptable, or if the terms of purchase are contingent upon ability to obtain lender approval, or if other contingencies as specified herein cannot be met, this earnest money deposit is to be refunded. In the event the sale does not close, a separate mutual release signed by all parties to this contract will be required before any funds will be disbursed.

In the event either Buyer or Seller obtains the escrowed funds without the agreement of the other party, the holder of the escrowed funds, in accordance with Alabama Real Estate License Law Rules 990-X-3.03 (4) (5) must either retain the escrowed funds until there is a written agreement among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel this agreement if the earnest money check is rejected by the financial institution. In the event of default by Buyer, all deposits made hereunder may be retained as liquidated damages or

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

4. AGENCY DISCLOSURE:

The Listing Company is: RE/MAX First Choice

(Two blocks may be checked)

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

[Signature]

Seller(s) Initials

The Selling Company is: RE/MAX SOUTH-CHESTER

(Two blocks may be checked)

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

[Signature]

Buyer(s) Initials

5. **TITLE INSURANCE:** Seller agrees to furnish Buyer a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 8 below; otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property.

6. **SURVEY:** Buyer ☒ does ☐ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. Available information indicates that the property ☐ is ☐ is not located in a flood plain, but this will be confirmed by a flood plain certification and/or the surveyor's statement in the survey which is the responsibility of Buyer. Further, unless otherwise agreed herein, the property is purchased subject to utility easements, residential subdivision covenants and restrictions if any, and building lines of record if any. It is the responsibility of Buyer to determine, prior to closing of this contract, whether or not the foregoing materially impairs the use of the property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense. (NOTE: Lender may require a survey.) RealtySouth recommends a new survey on all purchases.

7. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district or other dues/fees, if any, are to be prorated between Seller and Buyer as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes, except municipal, are presumed to be paid in arrears for the purposes of prorations; municipal taxes, if any, are presumed to be paid in advance.

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

8. **CONVEYANCE:** Seller agrees to convey the property to Buyer by GENERAL warranty deed (check here ☒ If Buyer desires title as joint tenants with right of survivorship). free of all encumbrances except as permitted in this contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be satisfied at the time of closing from the sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller and subject to present zoning classification RESIDENTIAL.

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

10. **NECESSITY OF INSPECTION:** Buyer acknowledges and agrees that Alabama law imposes a duty on Buyer to thoroughly inspect a property, for defects or otherwise, in accordance with the terms of this contract and prior to closing the sale. Buyer further acknowledges and agrees that he/she is aware that professional inspection services and/or contractors may be engaged for this purpose and that RealtySouth and its sales associates strongly recommend the use of such professionals but endorse none of them. In fulfilling these duties Buyer acknowledges that RealtySouth advises against utilizing previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller.

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

11. **CONDITION OF PROPERTY:** Neither Seller nor Broker nor any Sales Associate makes any representations or warranties regarding condition of the property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the property material to Buyer's decision to buy the property, including but not limited to, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the size and area of the property; construction materials and workmanship; the proper construction of the property by the builder or the developer; structural condition; utility and sewer or septic system availability, condition and location, subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; products of, or

damage from, wood destroying insects and/or fungus; properly access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood. Buyer shall have the obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise accepted, Seller will provide access and utilities for Buyer's inspections, if any, until closing. NOTE: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections (for which repairs may be required). THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.

(A) **SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION:** Buyer agrees to accept the property in "AS IS" condition. Seller gives no warranties as any systems or appliances being in good working order either now or at the time of closing and in consideration for this price, Buyer accepts total responsibility for all repairs, improvements, and/or defects in the property.


 Seller(s) Initials


 Buyer(s) Initials

(B) **SALE OF PROPERTY CONTINGENT UPON INSPECTION:** Buyer requires additional inspections of the property at Buyer's expense. Within 15 days after acceptance of this contract, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the property.

See Addendum

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within 3 days after the inspection has been completed.

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

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

(4) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 3 days of receipt of Seller's refusal to correct the unsatisfactory conditions. Buyer may elect either (a) to terminate this contract and recover the earnest money, or (b) to waive in writing the request for correction of unsatisfactory conditions and proceed to close the sale.

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


 Seller(s) Initials


 Buyer(s) Initials

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

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

See addendum

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


 Seller(s) Initials


 Buyer(s) Initials

13. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:

(A) SEWER/SEPTIC SYSTEMS:

Seller represents that property ☒ is ☐ is not connected to sewer and all impact and connection fees have been paid. If not on sewer, Seller represents that the property ☐ is ☐ is not connected to a septic system. If property is on a septic system, Buyer ☐ does ☐ does not require a septic system cleaning and inspection at Buyer(s) expense. RealtySouth recommends that purchaser have the septic tank system inspected by a professional.


 Seller(s) Initials


 Buyer(s) Initials

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(B) TERMITE AND/OR WOOD INFESTATION/FUNGUS:

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


Seller(s) Initials


Buyer(s) Initials

(2) **INFESTATION REPORT:** Buyer ☐ does ☒ does not require a wood infestation report. If required by Buyer, Lender, or Termite Company, the cost of a wood infestation report shall be ☒ Buyer's expense.


Seller(s) Initials


Buyer(s) Initials

(C) **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** Lead-based paint and/or lead-based paint hazard disclosure is required for property built on or before 1978. Property ☒ was ☐ was not built prior to 1978 and addendum signed by Sellers and Buyers is attached.

14. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE: That RealtySouth, its officers, directors, employees, brokers, and sales associates shall not be held responsible or liable for any obligations or agreements that Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the passing of any information to or from Buyer or Seller and, agree to discharge and release RealtySouth, its officers, directors, employees, brokers, and sales associates from any claims, demands, damages, actions, causes of actions or suit at law arising from the sale of said property and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos; the presence of arsenic in treated wood; the presence of toxic mold; the size and area of the property; workmanship or construction materials, including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the property; subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; existence of, or damage from, wood destroying insects and/or fungus; property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder/developer or the future insurability of the property; or the compliance of the builder or developer under any builder/developer warranty, appurtenances thereto or any related mortgage terms and conditions.

15. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the property except as described in this contract. These warranties shall survive the delivery of the deed.

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

17. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed is delivered. If the property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this contract and recovering the earnest money or accepting the property in its damaged condition provided that notice of cancellation must be received prior to closing. If Buyer elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer. It is Buyer's responsibility to ensure that adequate insurance is provided at closing.

18. SPLITTING OF ATTORNEY: Buyer and Seller hereby ☒ do ☐ do not agree to share equally the fees of a closing attorney. Buyer and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this contract and the closing, by an attorney of their own choosing at their own expense.

19. PERSONAL PROPERTY: Any personal items remaining with the property shall be at no additional cost to Buyer, shall not add to the value of the property; shall be in "AS IS" condition with no warranties, unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items).

20. AFFILIATED BUSINESS ARRANGEMENTS: In connection with the purchase or sale of this property, you may need to obtain certain settlement services. This is to notify you that RealtySouth has a business relationship with the following companies, and those relationships may provide RealtySouth a financial or other benefit - MortgageSouth - TitleSouth - American Home Shield Warranty Company - InsuranceSouth

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

22. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supercedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. This is a legally binding contract. If you do not understand the legal effects of any part of this contract, seek legal advice before signing. It is agreed to by all parties to this contract that signatures may be obtained on facsimile copies for the purposes of contractual agreement. Therefore, those facsimile signatures shall be deemed legal and binding.

23. **ADDITIONAL PROVISIONS** set forth on the attached addendum(s) 1 and 2, 3 + 4 attached and signed by all parties are hereby made a part of this contract.
Draw

1. **PURCHASER** requires property to be RESURVEYED TO INCLUDE VACANT LOT AS DESCRIBED IN PROPERTY LISTING. CONTRACT CONTINGENT UPON SALE INCLUDING HOUSE AND VACANT LOT, BEARING PARCEL ID # 23112002 017.000. SELLER TO RESPONSIBLE FOR RESURVEY COST. If existing SURVEY, Seller will provide to purchaser. If not, purchaser to pay cost of survey. *YAB*

[Signature]
 (Witness to Buyer's Signature)
Branda Powell
 (Witness to Seller's Signature)

[Signature] 11/28/06
 Buyer (Date)
[Signature] 11/28/06
 Buyer (Date)
[Signature] 12-20-06
 Seller (Date)
 Seller (Date)

EARNEST MONEY:	Receipt is hereby acknowledged of the earnest money as herein set forth.		
	<input type="checkbox"/> Cash	<input type="checkbox"/> Check	
AGENCY:	By	Date	
Date Contract Finalized: _____ (Date on which last party signed or initialed acceptance of final offer).			

MLS 319818

BUYER'S DISCLOSURE STATEMENT: VERY IMPORTANT DOCUMENT-PLEASE READ CAREFULLY

This Disclosure Statement has been completed by Buyer and not the Broker or Agent. It is hereby made a part of this purchase agreement regarding the property at 321 7th Street SW, Marietta, GA 30067

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

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

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

Brenda Powell
Witness to Seller's Signature(s)



[Signature] 12-29-06 (Date)
Buyer [Signature] 12/29/06 (Date)
Buyer [Signature] 12-29-06 (Date)
Seller _____ (Date)



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built 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, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also 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 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial all that apply)

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below).

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ✓ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ✓ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial all that apply)

(c) ✓ Purchaser has received copies of all information listed above.

(d) ✓ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) ✓ Purchaser has (initial (i) or (ii) below):

(i) ✓ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (Initial)

(f) ✓ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Yolanda G. Brown 11-29-06
 Purchaser Date

Cherilyn Brown 11/29/06
 Purchaser Date

 Agent Date

Shirley D. Powell 12-6-06
 Seller Date

Brenda Powell 12-6-06
 Seller Date

 Agent Date



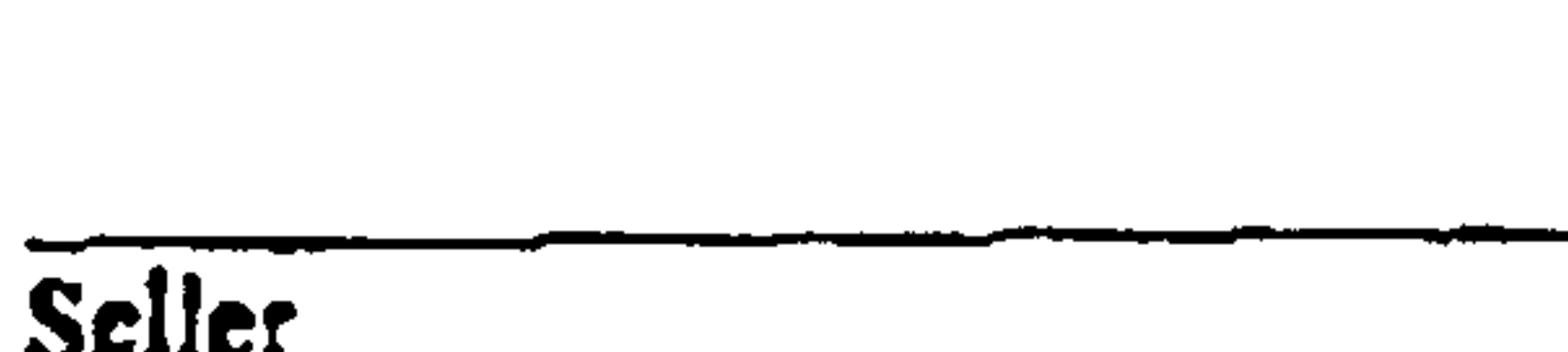


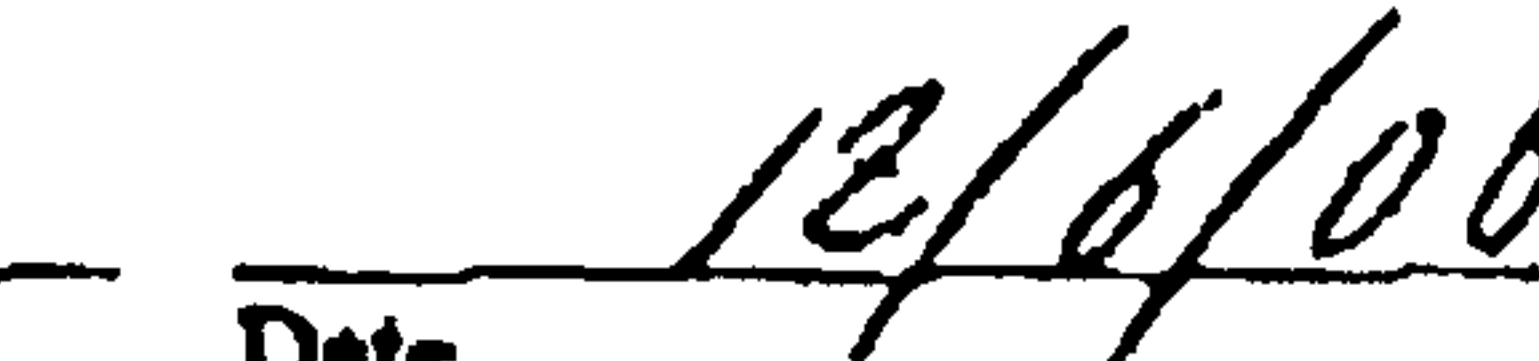
Property Address 1321 7th Street SW, Alabaster AL 35007

ADDENDUM 2

This addendum is to acknowledge that Buyers and Sellers agree to the following stipulation in regard to Paragraph 1) B of the offer for the real property located at 1321 7th Stree SW, Alabaster, Alabama, 35007:

Buyer requires additional inspections of the property at Buyer's expense. Within 7 days of acceptance of this contract, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the property.

If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer at Buyer's sole discretion, may terminate this contract or buyer will provide a copy of the inspection report to Seller and request that substantial items be addressed. Buyer is aware that this property is being offered AS IS, and the Seller will only consider further negotiations that relate to conditions of substance resulting from said inspection. If the inspection report reveals any such conditions, Seller at Seler's sole discretion may terminate this contract.

 _____ Seller	 _____ Buyer
 _____ Seller	 _____ Buyer
 _____ Date	 _____ Date

Dec. 21 2006 8:55AM

Dec 07 05 02:18p

Brenda Powell

206-620-9421

20070531000254870 12/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

Addendum 3 page 1

ADDENDUM TO SALES CONTRACT

This is an addendum to the Agreement between _____ (Seller), and
Yoko Brown and Anthony Brown (Purchaser), whereby Seller has agreed to sell and Purchaser has agreed
to purchase the real estate (the "Property") described or located as follows:
1321 7th Street SW Alabaster, AL 35007

THE UNDERSIGNED PURCHASER AND SELLER HEREBY COVENANT AND AGREE AS FOLLOWS:

(CROSS OUT ANY STATEMENTS THAT ARE NOT TRUE OR ARE NOT APPLICABLE;
INITIAL THOSE STATEMENTS THAT APPLY)

1. **Property Served by Sewer.** Seller warrants that the Property is connected to sewer and that ALL impact and connection fees have been paid. Seller's Initials JB
2. **Property Served by Septic Tank.**
 - (a) Seller represents that the Property is served by a septic tank system and that the septic tank system is in good working order. Seller's Initials _____
 - (b) Purchaser acknowledges that REMAX has recommended that Purchaser obtain a professional inspection of the septic tank system and that REMAX has made in no way made a representation regarding the condition of the septic tank system. Purchaser's Initials _____
3. **Limited Home Warranty.** Purchaser has been informed of the opportunity to purchase a limited home warranty; Purchaser declines to purchase a limited home warranty. Purchaser's Initials _____
4. **Property Served by Well.**
 - (a) Seller represents that the Property is served by a well which furnishes all of the water available to be used by the Purchaser. Seller warrants that the well, pump and system are in good working order and that the well and system are adequate to serve the needs of Purchaser. Seller's Initials JB
 - (b) Purchaser acknowledges that REMAX has advised that Purchaser obtain a professional opinion regarding the adequacy of the well and its equipment to serve Purchaser's needs. Purchaser's Initials _____
5. **Conditions Such As Sinkholes Could Exist.** Purchaser acknowledges being informed by REMAX that sinkholes are prevalent in Shelby and Jefferson Counties and that buying sinkhole insurance or seeking the advice of an engineer should be considered. Purchaser acknowledges and agrees that Seller is not responsible for underground mines, sinkholes, drainage, limestone formation, soil conditions, or any other surface or subsurface conditions, whether known or unknown, that may exist or occur under or adjacent to the Property and which may cause damage to persons or structures. Moreover, REMAX MAKES NO WARRANTY OR REPRESENTATION RESPECTING THE SOIL CONDITION OR ANY SUBSURFACE FAULT OR DEFECT, OR ANY OTHER CONDITION OF THE LAND OR IMPROVEMENTS. Purchaser's Initials JB
6. **Other Offers While Purchaser's Offer Pending.** Purchaser acknowledges that offers other than the Purchaser's may have been made or may be made before Seller acts on Purchaser's offer or counteroffer or while Seller is considering Purchaser's offer or counteroffer. Seller expressly reserves the right to accept, reject or withdraw any offer or counteroffer at any time and to accept the offer of Seller's choice. Purchaser's Initials JB
7. **Survey Recommended.** In no event does REMAX 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 best and perhaps the only

Addendum 3, page 2

assurance that the Property to be purchased lies where and in the slope thought or anticipated, even if Purchaser has title insurance coverage. Purchaser's Initials JP AB

8. **Pre-Qualifying with Lender.** Understanding that time is of the essence (meaning that the agreed dates are absolutely final and firm and not merely estimates or approximations), Purchaser agrees to furnish to Seller a written statement on or before _____, from a mortgage lender confirming, without reservation or condition, 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 _____

9. **Earnest Money Check Not Cashed Until Contract is Firm and Signed by Both Parties.** Seller and Purchaser agree that the earnest money shall not be deposited into broker's trust fund until all terms and conditions have been agreed upon and the Contract has been signed by both Seller and Purchaser.

10. **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 forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property if the Contract purchase price or cost exceeds the value of the Property as 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.

11. **All Broker/Agent Commissions Negotiable.** The commission payable to the broker in this sale is not set by the Birmingham Association of REALTORS, Inc., but in all cases is negotiable between the broker and the seller/purchaser. In this Contract, Seller/Purchaser agrees to pay Realty South, 3% RE/MAX as Agent, a commission in the amount of 6% of the total purchase price. First Choice 3%

(Seller's Initials)

(Purchaser's Initials)

ALL OTHER TERMS AND CONDITIONS OF SAID AGREEMENT OF SALE SHALL REMAIN THE SAME.

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

Brenda Powell
 Witness to Seller's Signature

[Signature] 12-6-06
 Seller Date

Witness to Seller's Signature

Seller Date

Witness to Purchaser's Signature

[Signature] 12-10-06
 Purchaser Date

Witness to Purchaser's Signature

[Signature] 12/10/06
 Purchaser Date

Dec. 21. 2006 8:55AM

Dec 07 06 02:19p

Brenda Powell

205-820-94

Vn 3607 2 12

20070531000254870 14/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

Addendum 4

MOLD DISCLOSURE AND WAIVER

Printed Name(s) of Buyer(s)

Yoko Brown and Anthony Brown

Printed Name(s) of Seller(s)

Property Address

1321 7th Street SW, Alabaster, AL 35007

Buyer (s) Initials **MOLD INSPECTIONS.** Mold contaminants may exist in the Property of which the Broker or Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Broker recommends BUYER (S) obtain a home inspection to better determine the condition of the contaminants. In the event suspect mold contamination is discovered, it is recommended that our clients satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web under "Microbial or Mold Inspections" or "Environmental and Ecological Services".

BUYER DISCLOSURE

- The Broker or Broker's Agent has recommended the client obtain a Home Inspection:

YB AB Buyer (s) Initials

- The Broker or Broker's Agent has recommended the client obtain a Mold Inspection:

YB AB Buyer (s) Initials

WAIVER. Buyer (s) agrees to hold RE/MAX First Choice, its agents, owners and employees harmless in the event any mold contaminants are discovered on the property. Buyer (s) understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. The RE/MAX First Choice Agents agree that in the event mold like contamination is discovered, this condition will be immediately reported to the buyer (s). The only way to determine if a mold like substance is truly mold or is present at high levels is through sample collecting and analytical testing.

RECEIPT OF COPY. Buyer (s) have read this Mold Disclosure/Waiver and by their signatures hereon acknowledge receipt of a copy thereof.

PROFESSIONAL ADVICE. Buyer (s) execute this Disclosure/Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

LEGAL ADVICE. Buyer (s) acknowledge that this waiver does not attempt to offer legal advice. If Buyer (s) feel the need for legal advice they should consult an attorney of their choice prior to the execution of this document.

Yoko A. Brown 12/10/06
Buyer's Signature Date

RE/MAX First Choice

Anthony Brown 12/10/06
Buyer's Signature Date

Agent

Date



20070531000254870 15/15 \$53.00
Shelby Cnty Judge of Probate, AL
05/31/2007 03:12:57PM FILED/CERT

RealtySouth™

INSPECTION CONTINGENCY REMOVAL ADDENDUM

This addendum is to be a part of that contract dated DECEMBER 21, 2006
between the undersigned purchasers and sellers on the property situated at:

1321 7th STREET SW
Property Address
PRABASTER AL 35007
City State Zip Code

Legal Description: Lots 25, 27 Block _____
Survey SILURIA MILLS PROPERTY Map Book 5 Page 10

The inspection contingency is hereby removed, subject to the following conditions
(none if left blank):

[Signature]
Witness

[Signature]
Purchaser

1/3/07
Date

Witness

[Signature]
Purchaser

1/3/07
Date

Witness

Seller

Date

Witness

Seller

Date