

AFFIDAVIT OF GREGG THOMPSON REGARDING LEASE TO PURCHASE AGREEMENT AND AGREEMENT FOR OCCUPANCY PRIOR TO CLOSING INVOLVING THE PROPERTY LOCATED AT 2645 BUCKBOARD ROAD, BIRMINGHAM, ALABAMA 35244 IN SHELBY COUNTY, ALABAMA

| STATE OF ALABAMA |) |
|------------------|---|
| COUNTY OF SHELBY |) |

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, GREGG THOMPSON, who after first being duly sworn states:

- 1. My name is Gregg Thompson, and I am over the age of twenty-one (21). This Affidavit is based upon my personal knowledge.
- 2. During or around February 28, 2009, my wife, Anne Thompson, and I entered into a Lease to Purchase Option Agreement ("Option Agreement") and Agreement for Occupancy Prior to Closing ("Occupancy Agreement") with owners James Melton and Rhonda Melton regarding the property located at 2645 Buckboard Road, Birmingham, Alabama 35244 in Shelby County, Alabama.
- 3. Neither my wife nor I received an original copy of the Option Agreement or the Occupancy Agreement after we signed them, and we do not know if an original copy still exists. If an original copy exists, we do not know where it is located.
- 4. I saw, signed, and am familiar with the original Option Agreement, and a true and accurate copy of the original of that document is attached to this Affidavit as Exhibit A.
- 5. I saw, signed, and am familiar with the original Occupancy Agreement, and a true and accurate copy of the original of that document is attached to this Affidavit as Exhibit B.

FURTHER AFFIANT SAYETH NOT

[Signature on Next Page]

20100802000244700 2/7 \$30.00 Shelby Cnty Judge of Probate, AL

08/02/2010 09:26:28 AM FILED/CERT

DATED: 7/29/10

Gregg Thompson

SWORN and SUBSCRIBED to before me on this, the 29 day of _______

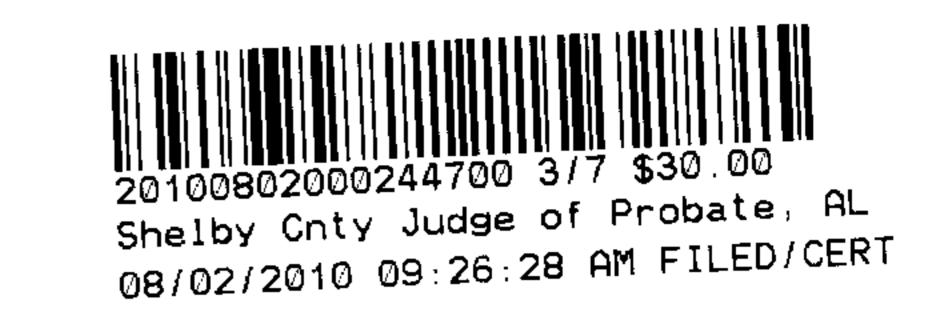
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My Commission Expires: 5-/-//

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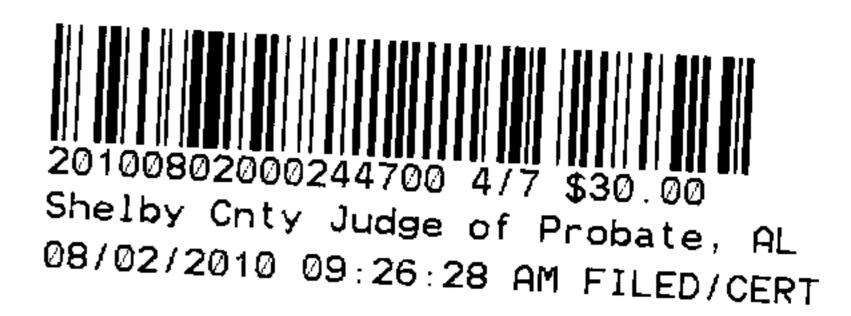


REAR First Choice

LEASE TO PURCHASE OPTION AGREEMENT

| This Lease to Purchase Option Ap | greement ("Option to Purchase Agreement") is made on [month, day, year] between |
|---|--|
| (the "Seller/Landlord") and | eg + Arsre thanpsou (the Buyer/Tenant") |
| WHEREAS, Seller/Landlord is the Shelly County, County, | he fee owner of certain real property being, lying and situate of certain real property having a street address of the common of |
| | (the "Property"). |
| WHEREAS, Seller/Landlord and the subject of which is the aforem | Buyer/Tenant have together executed a prior lease agreement entioned Property (the "Lease Agreement"). |
| herein and other good and valuable acknowledged, Seller/Landlord he | consideration of the covenants and obligations contained e consideration, the receipt and sufficiency of which is herelereby grants to Buyer/Tenant an exclusive option to purchase he parties hereto hereby agree as follows: |
| 1. OPTION TERM . The option to [month, day, year], and expires at | o purchase period commences on 22809 11:59 PM [month, day, ye |
| Buyer/Tenant must deliver to the Spurchase. In addition, the written noccur before the original expiration | ERCISE OPTION. To exercise the Option to Purchase, the Seller/Landlord written notice of Buyer/Tenant's intent to notice must specify a valid closing date. The closing date must notice as Agreement, or the date of the expiration of designated in paragraph 1, whichever occurs later. |
| Buyer/Tenant shall pay the Seller/I receipt of which is hereby acknowled the purchase price at closing if the provided that the Buyer/Tenant: (a) conveyance of the Property. The Seconveyance of the Property. | As consideration for this Option to Purchase Agreement, the Landlord a non-refundable fee of \$\ |
| Provided that the Buyer/Tenant time Lease Agreement, and closes the convolved the purchase price at closing bayment that the Buyer/Tenant times | purchase price for the Property is \$ 310,000. The propert |
| EXCLUSIVITY OF OPTION | This Option to Purchase Agreement is exclusive and non- |

assignable and exists solely for the benefit of the named parties above. Should Buyer/Tenant



attempt to assign, convey, delegate, or transfer this option to purchase without the Seller/Landlord's express written permission, any such attempt shall be deemed null and void.

- 6. CLOSING AND SETTLEMENT. Seller/Landlord shall determine the title company at which settlement shall occur and shall inform Buyer/Tenant of this location in writing. Buyer/Tenant agrees that closing costs in their entirety, including any points, fees, and other charges required by the third-party lender, shall be the sole responsibility of Buyer/Tenant. The only expense related to closing costs apportioned to Seller/Landlord shall be the pro-rated share of the ad valorem taxes due at the time of closing, for which Seller/Landlord is solely responsible.
- 7. FINANCING AVAILABILITY. SELLER/LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF FINANCING REGARDING THIS OPTION TO PURCHASE. BUYER/TENANT IS SOLELY RESPONSIBLE FOR OBTAINING FINANCING IN ORDER TO EXERCISE THIS OPTION.
- 8. FINANCING DISCLAIMER. The parties acknowledge that it is impossible to predict the availability of obtaining financing towards the purchase of this Property. Obtaining financing shall not be held as a condition of performance of this Option to Purchase Agreement. The parties further agree that this Option to Purchase Agreement is not entered into in reliance upon any representation or warranty made by either party.
- 9. **REMEDIES UPON DEFAULT**. If Buyer/Tenant defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord may terminate this Option to Purchase by giving written notice of the termination. If terminated, the Buyer/Tenant shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Buyer/Tenant must comply with all terms and conditions of the Lease Agreement.
- 10. COMMISSION. No real estate commissions or any other commissions shall be paid in connection with this transaction.
- 11. **RECORDING OF AGREEMENT**. Buyer/Tenant shall not record this Option to Purchase Agreement on the Public Records of any public office without the express and written consent of Seller/Landlord.
- 12. ACKNOWLEDGMENTS. The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Option to Purchase Agreement.
- 13. TIMING. Time is of the essence in this Option to Purchase Agreement.

| 14. GOVERNING LAW AND VENUE. This Option to Purchase Agreement s | shall be governed. |
|--|--------------------|
| construed and interpreted by, through and under the Laws of the State of $\frac{1}{1}$ | abama. |
| The parties further agree that the venue for any and all disputes related to this O | ption to Purchase |
| The parties further agree that the venue for any and all disputes related to this O shall be County, | |
| | |

- 15. **OPTION TO PURCHASE CONTROLLING**. In the event a conflict arises between the terms and conditions of the Lease Agreement and the Option to Purchase Agreement, the Option to Purchase Agreement shall control.
- 16. ENTIRE AGREEMENT; MODIFICATION. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Option to Purchase Agreement, nor any waiver of any rights under this Option to Purchase Agreement, will be effective unless in writing signed by the party to be charged.

SELLER/LANDLORD:

Sign: <

Print: Rho. O Waltou

SELLER/LANDLORD:

Sign:

Print:

BUYER/TENANT:

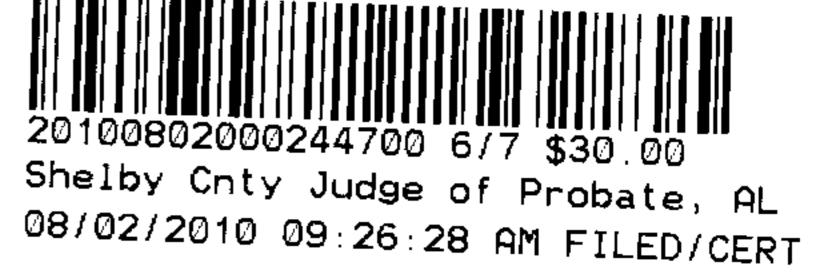
Sign:

Printing

BUYER/TENANT:

Sign:

Print:



AGREEMENT FOR OCCUPANCY PRIOR TO CLOSING

Form approved by the Birmingham Association of REALTORS®, Inc. March 29, 2006 (Previous forms obsolete and are no longer approved)

| | WHEREAS, the undersigned SELLER(S) James of Phands Metos UYER(S) Charles Thompson | | | | |
|--------|---|--|--|--|--|
| and B | UYER(S) Bug 4 April Thompson | | | | |
| have e | entered into a contract dated 22501, for the sale and purchase of the real property "Sales Contract") commonly known or described as 2645 Buckboon 0 0 | | | | |
| 2 11 | AM Alabama (the "Property") which contract is scheduled to close on or before | | | | |
| closin | Buyer desires to take possession of and to occupy the Property before the g of the sale and Seller has agreed to allow Buyer to take possession of and to occupy the Property prior to g on the following terms and conditions: | | | | |
| NOW | , THEREFORE, SELLER AND BUYER hereby agree as follows: | | | | |
| 1. | POSSESSION: Seller hereby grants permission to Buyer to take possession of the Property effective 100 m 120 m 20 m 20 m 20 m 20 m 20 m 20 | | | | |
| 2. | CONDITION OF PROPERTY: Buyer acknowledges inspection of the Property and hereby accepts the Property as is and as conforming to the requirements of the Sales Contract (except as to matters of title or survey, which shall be determined as provided in the said Sales Contract), subject only to the following (if any): | | | | |
| 3. | RENT: Buyer shall pay to Seller for the occupancy of said Property the sum of \$ \\ \(\lambda \) per \(\lambda \) . | | | | |
| 4. | HOLDOVER: If the Sales Contract is not closed as scheduled or as extended, through no fault of Seller, Buyer agrees to vacate the Property within days after service of a written notice from Seller. Any holding over thereafter shall create a day-to-day tenancy with a rent of per day. Except as to daily rent and tenancy, all other covenants and conditions herein contained shall remain in full force and effect during any holdover period. | | | | |
| 5. | MAINTENANCE: Buyer shall keep the Property and yards clean, sanitary, and in good order an repair during the term hereof and, if the said Sales Contract is not closed, Buyer shall surrender the Property in the same condition it was in prior to occupancy, reasonable wear and tear excepted. | | | | |
| 6. | UTILITIES AND ASSESSMENTS: During the term of this occupancy, Buyer shall be responsible for all utilities consumed and assessments that accrue on the Property. The Buyer and Seller shall reach an agreement regarding which utilities should be put in Buyer's name before Closing, but even if the utilities remain in Seller's name, Buyer shall pay to Seller the amount due for the utilities consumed and the assessments that accrue on the Property during the occupancy. | | | | |
| 7. | ALTERATIONS TO PROPERTY: Until Closing, no alterations or changes whatsoever shall be made by Buyer to the Property, unless approved by Seller in writing prior to commencement of such alteration or improvement. | | | | |

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8.

HOLD HARMLESS: Buyer shall save and hold Seller harmless from any and all claims, demands,

damages or liabilities arising out of Buyer's occupancy of the Property or otherwise caused or permitted

by Buyer, Buyer's family, agents, servants, employees, guests and invitees.

| 9. | RISK OF LOSS (INSURANCE): Buyer shall obtain prior to occupancy a copy of a certificate of insurance coverage and shall maintain during the term of this Agreement public liability insurance naming both Seller and Buyer as co-insureds in an amount of not less than \$ | | | | | |
|-------|--|---|---|--|--|--|
| | \$ for property hazard and liability insurance on the policy be converted to a Landlord' | damage. If permitted by his/her insured he Property until Closing. If Seller's Policy as a result of this Agreement acknowledges that Buyer is solely | rer, Seller may agree to retain insurer requires that Seller's ent, Buyer agrees to pay any | | | |
| 10. | USE: The Property is to be used as a residence only, and only by Buyer and his/her immediate family. No pet except shall be kept on or about the Property without Seller's prior written consent. Buyer shall comply with any law or ordinance in the use of the Property, shall not permit waste or nuisance upon or about the Property, and shall not make any additions or alterations to the Property without the prior written consent of Seller. | | | | | |
| 11. | SECURITY DEPOSIT: In addition to the earnest money paid under the Sales Contract, Buyer has deposited with Seller's agent \$\(\) \(\) \(\) \(\) as a security deposit. Seller may use therefrom such amounts as are reasonably necessary to remedy defaults in the payment of rent hereunder, to repair damages caused by Buyer, or to clean the Property, if necessary, upon the termination of Buyer's tenancy. The balance of the security deposit, if any, shall be mailed to Buyer's last known address within fourteen (14) days of surrender of Property if the sale does not close. If the Sales Contract closes, said security deposit shall be returned or credited to Buyer at the Closing. | | | | | |
| 12. | ATTORNEY'S FEES AND COSTS: Buyer agrees to pay all costs, including a reasonable fee for an attorney, in any legal action that Seller may institute to enforce the terms of this Agreement, including eviction of the Buyer from the Property. | | | | | |
| 13. | | cupy the Property as granted herein is ecate the same shall be null and void. | | | | |
| | UNDERSTAND THE LEGAL | EGALLY BINDING CONTRACT. LEFFECT OF ANY PART OF THI AL ADVICE BEFORE SIGNING. | | | | |
| Witne | ss to Buyer's Signature(s) | Buyer | (Date) | | | |
| Witne | ss to Buyer's Signature(s) | Buyer | (Date) | | | |
| Witne | ss to Seller's Signature(s) | Seller A | (Date) | | | |
| Witne | ss to Seller's Signature(s) | Seller | (Date) | | | |
| SECU | RITY DEPOSIT: Receipt is herebyCash | | osit as hereinabove set forth: Sheck | | | |
| | | | | | | |