This is a true and correct copy. Anita R Latham
Re/Max First Choice
6/27/16

GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
January 30, 2008 (Previous forms are obsolete and no longer approved)

20160627000222740 1/24 $84.00
Shelby Cnty Judge of Probate, AL
06/27/2016 02:13:11 PM FILED/CERT

Date: 3-24-16

The undersigned Buyer(s) Brad E. Sweeney hereby agrees to purchase
(Please print exact names in which title will be taken)
and the undersigned Seller(s) Shefaa Al-Khwaizi hereby agrees to sell the
(Please print exact names in which title is held)
following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of Birmingham, County of Shelby, Alabama, on the terms stated below:

Address 1004 Townes Ctr Zip Code: 35242

Legal Description: Lot 4 Block ______ Survey Townes at Brook Highland Map Book 30 Page 133

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE $ 259,900

Earnest Money under this Contract shall be $ ______

(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 Bank Loan loan in the amount of $______ or 95 % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the "FHA/VA Amendatory Clause Addendum" must be a part of this Contract. Buyer will apply for financing within ____ days (7 days if left blank), from the Finalized Date and will provide any and all credit, employment, financial and other information required by the mortgage lender. "Finalized Date" shall mean the date that appears under the signatures of the parties to this Contract. If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of the appraisal, unless the Seller agrees to sell the Property under this Contract for the appraised value. The Earnest Money shall be returned pursuant to the terms of Paragraph 3 below. **No term of this financing contingency can be changed without written authorization of the Seller. This financing contingency shall expire on** May 21, 2016. **Thereafter, this Contract shall no longer be contingent upon Buyer obtaining financing of any type.**

(B) **LENDER REQUIRED REPAIRS:** Seller agrees to make any repairs required by the lending institution not to exceed $______ (*$0.00 if left blank*). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess, or (if not prohibited by Buyer's lender) accept the Property with the limited repairs, or accept the above-specified amount at closing as a reduction of the Purchase Price, or Buyer may cancel this Contract by notifying Seller in writing within ____ hours (*24 hours if left blank*) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs the Contract shall be closed as scheduled.

(C) **LOAN CLOSING COSTS AND PREPAID ITEMS:** A loan discount not to exceed ______% 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 stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

2. **CLOSING & POSSESSION DATE:** The sale shall be closed and the deed delivered on or before May 21, 2016. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on Closing, 20____ at ___:___ ☐ a.m. ☐ p.m. *In the event Seller retains possession of the Property beyond the date of closing, Seller hereby agrees that upon surrender of the Property to Buyer, the Property shall be in the same condition as it was on the day of closing.*

3. **EARNEST MONEY & DEFAULT OF CONTRACT:** Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the Listing Company. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03 (4), (5), must either retain the escrowed funds until there is a written mutual release 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, provided, however, that any Claim as defined in Paragraph 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below. In the event of default by Seller, all deposits made hereunder may be returned at the option of Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller pursuant to Paragraph 24 below.

4. **AGENCY DISCLOSURE:** The listing company is Remax First Choice.
The selling company is REMAX First Choice.

The listing company is: *(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 *(check one or both)* as a transaction broker.

The selling company is: *(Two blocks may be checked)*
- ☐ An agent of the seller.
- ☐ An agent of the buyer.
- ☒ An agent of both the seller and buyer and is acting as a limited consensual dual agent.
- ☐ Assisting the ☐ buyer ☐ seller *(check one or both)* as a transaction broker.

Buyer's Initials [BC] [ ] Seller's Initials [C.K.] [ ]

5. **HAZARD INSURANCE:** Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the Property at Closing. Buyer shall obtain evidence of insurability at an acceptable premium rate within ___ days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 3 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

6. **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 paragraphs 7 & 9 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

7. **SURVEY:** Buyer ☐ does ☒ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property ☐ is ☒ is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be 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. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, 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 purpose of proration; municipal taxes, if any, are presumed to be paid in advance. Seller acknowledges that the Property ☒ is ☐ is not currently subject to Class III residential property tax. If Seller states that the Property is Class III 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 which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by General warranty deed (check ☐ if Buyer desires that title be held as joint tenants with rights 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 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. Seller understands that the present zoning classification is: Residential. Buyer is encouraged to verify the current zoning classification.

10. **HOME WARRANTY:** Buyer ☒ does ☐ does not require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by ☐ Buyer ☒ Seller at cost not to exceed $ 575.00. Buyer acknowledges

that no broker or sales associate has made any representations or statements regarding the terms or conditions of any Home Warranty Policy or the items covered by any such Policy. The Buyer will personally review the Policy, which will contain certain limitations, exclusions and deductions, and Buyer will base the decision to accept or decline the Policy on this review, and not on any information that may have been provided by any broker or sales associate.

11. **BUYER'S DUTY TO INSPECT:** Buyer understands that Alabama law imposes a duty on Buyer to thoroughly inspect a property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports; rather than allowing the Seller to pay for such inspection reports; or rather than using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the Property. Buyer further understands that if a broker or sales associate is present at or 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.***

CONDITION OF THE PROPERTY

NEITHER SELLER NOR ANY BROKER OR 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 purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the Property in accordance with 12.A or 12.B below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.

12. **GENERAL HOME INSPECTION:**

☒ **(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION:** Buyer agrees to accept the Property in "AS IS" condition, except for ordinary wear and tear. Seller gives no warranties on any systems or appliances being in good working order, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects currently existing in the Property.

Buyer's Initials [ ] [ ] Seller's Initials [ ] [ ]

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☐ **(B) SALE OF PROPERTY CONTINGENT UPON HOME INSPECTION:** (This paragraph does not apply to inspections under paragraphs 13 and 14 below.) Buyer requires additional inspections of the Property at Buyer's expense. Within ______ days (7 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property.

(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 _____ days after the physical inspection of the Property.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within _____ days (5 days if left blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

(3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within _____ days (3 days if left blank) of receipt of Seller's refusal to correct such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest Money pursuant to Paragraph 3 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials ☐ ☐ Seller's Initials ☐ ☐

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

13. **SEWER/SEPTIC SYSTEMS:** Seller represents that the Property ☒ is ☐ is not connected to sewer, and if so, all 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. It is recommended if the Property is on a septic system that the Buyer have the septic system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes.

Buyer's Initials [initials] ☐ Seller's Initials [initials] ☐

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14. TERMITE AND/OR WOOD INFESTATION:

(A) TERMITE SERVICE AGREEMENT: Buyer [X] does [ ] does not require a termite service agreement. If such agreement is required and Seller has an existing transferable agreement, the agreement will be transferred at [ ] Buyer's [X] Seller's expense. If a new service agreement is required, the cost shall be at [ ] Buyer's [X] Seller's expense and the service agreement will be ordered by the party paying for the same. Brokers and sales associates make no representations as to the terms or conditions of any termite service agreement.

(B) WOOD INFESTATION REPORT: Buyer [ ] does [X] does not require a Wood Infestation Report. If required by Buyer, lender or pest control company, the cost of the Wood Infestation Report shall be at Buyer's expense and Buyer shall order the report. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes.

Buyer's Initials [ ] [ ] Seller's Initials [ ] [ ]

15. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: The seller of any interest in residential real property built before January 1, 1978 is required by federal law 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. **The Property [ ] was [X] was not built prior to January 1, 1978.** ***Seller's Initials*** [ ] [ ] If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure in attached hereto as Addendum #______.

16. BUYER'S FINAL INSPECTION: Buyer has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under Paragraph 12(B) above have been satisfied, if 12(B) was selected; (b) the systems as described under the NOTE in 12(B) above are functioning; and (c) no new defects to the Property have occurred, other than ordinary wear and tear since acceptance under Paragraph 12 above. If the Property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any unsatisfactory conditions requested by Buyer pursuant to Paragraph 12(B) above , Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Paragraph 3 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. **After closing, all conditions of the Property are the responsibility of the Buyer.**

17. DISCLAIMER: Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the 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, arsenic in treated wood, toxic

5. **HAZARD INSURANCE:** Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the Property at Closing. Buyer shall obtain evidence of insurability at an acceptable premium rate within ___ days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 3 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

6. **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 paragraphs 7 & 9 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

7. **SURVEY:** Buyer ☐ does ☒ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property ☐ is ☒ is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be 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. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, 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 purpose of proration; municipal taxes, if any, are presumed to be paid in advance. Seller acknowledges that the Property ☒ is ☐ is not currently subject to Class III residential property tax. If Seller states that the Property is Class III 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 which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by General warranty deed (check ☐ if Buyer desires that title be held as joint tenants with rights 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 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. Seller understands that the present zoning classification is: Residential. Buyer is encouraged to verify the current zoning classification.

10. **HOME WARRANTY:** Buyer ☒ does ☐ does not require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by ☐ Buyer ☒ Seller at cost not to exceed $ 575.00. Buyer acknowledges

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mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree 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.

Buyer's Initials [ ] [ ] Seller's Initials [BH] [ ]

18. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or 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 closing.

19. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself 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, Buyer shall be solely responsible for compliance with such laws.

20. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed. If the Property is destroyed or materially damaged between the Finalized Date 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 pursuant to Paragraph 3 above, provided that notice of cancellation is received prior to closing or accepting the Property in its damaged condition. 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.

21. **SELECTION OF ATTORNEY:** Buyer and Seller hereby [X] do [ ] do not agree to share the fees of a closing attorney, who will represent the mortgage lender, if the sale is financed. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract and the closing thereof by an attorney of their own choosing at their own expense.

22. **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 unless otherwise agreed to herein, shall be unencumbered at the time of closing, and shall be only that personal

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property which is currently on the premises and included on the itemized list attached hereto as Addendum # B (said list to be specific as to description and location of such items).

23. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer.

24. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. <u>EACH PARTY ACKNOWLEDGES THAT HE OR SHE IS KNOWINGLY WAIVING THE RIGHT TO A TRIAL BY JURY RELATING TO ALL CLAIMS.</u> All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials ______ ______ Seller's Initials ______ ______

25. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party so executing it upon the receipt of the signature by any other party.

26. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # A,B,C,D ______ which shall be signed by all parties and shall be part of this Contract.

27. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

28. **BROKERAGE FEE/COMMISSION:** The commission payable to the Listing or Selling Broker in this transaction is determined by a prior written agreement between the Brokers and their respective clients or customers and is not set by The Birmingham Association of Realtors®, Inc., but in all cases is negotiable between the Brokers and their respective clients or customers.

29. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor any broker or sales associate shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

Seller will pay up to $7,000 of Purchasers Closing cost and PrePaid Items

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

Donna H Cohen Witness to Buyer's Signature	[signature] 3/24/2016 Buyer (Date)
Witness to Buyer's Signature	Buyer (Date)
Witness to Seller's Signature	[signature] 4/5/2016 Seller (Date)
Witness to Seller's Signature	Seller (Date)

Finalized Date: April 5, 2016
(Date on which last party signed or initialed acceptance of final offer)

EARNEST MONEY: Receipt of the earnest money in the amount identified in Paragraph 1 is hereby acknowledged.
☐ CASH ☐ CHECK

LISTING COMPANY:________________ By:________________ DATE__________, 20___

RE/MAX First Choice
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT
(For RE/MAX Sellers and RE/MAX Buyer-Broker Purchaser)

Our policy, acceptable to you by signature below, in the event the listing agent or any or the agent at RE/MAX First Choice is the selling agent of a property listed with RE/MAX First Choice, will be one of LIMITED CONSENSUAL DUAL AGENCY as described below.

Serving as a limited Consensual Dual Agency, the agent (s) will be representing both the buyer and seller, therefore the agent (s) will NOT represent the interest of one party to the exclusion or detriment of the interest of the other party. In a LIMITED CONSENSUAL DUAL AGENCY agreement both parties to a possible sales contract (the seller and buyer) agree to the following as an acceptable course of conduct of the LIMITED CONSENSUAL DUAL AGENT.

The LIMITED CONSENSUAL DUAL AGENT will:

1. Conduct himself with honesty, integrity and in a professional manner toward all parties in a transaction.
2. Not knowingly promote the advantages of one party to a transaction to the detriment of another.
3. Honestly apply his expertise, skills knowledge and experience to help facilitate a fair transaction for all parties.
4. Not disclose information received in confidence to anyone without the permission of the person who confided same to agent. (Confidential information includes: price a party is willing to pay, motivation to sell or buy, negotiating strategy, etc.)
5. Act as an intermediary in a transaction between the parties and as the follow up person in order that everything necessary for the completion of the transaction comes together for a successful closing.
6. Respond honestly and accurately to questions concerning the property.

In a LIMITED CONSENSUAL DUAL AGENCY role, RE/MAX First Choice will be contributing our time, effort, expertise, knowledge and skills to help the parties obtain an agreement that is acceptable to both the seller and the buyer.

I have read and understand the above agreement and have agreed, at time of signing an Exclusive Right To Sell Listing Agreement OR a RE/MAX Buyer Broker Agency Agreement, to allow RE/MAX First Choice to be LIMITED CONSENSUAL DUAL AGENT.

Seller: _______ Date   Buyer: _______ 3/24/2016 Date

Seller: _______ Date   Buyer: _______ Date

Before considering an offer to purchase or sell property located at 1004 Townes Ct B'ham 35242 by signature below, I am reaffirming my prior decision to allow RE/MAX First Choice to be a LIMITED CONSENSUAL DUAL AGENT in the sale of the above property:

Seller: _______ 4/5/2016 Date   Buyer: _______ 3/24/2016 Date

Seller: _______ Date   Buyer: _______ Date

Jb-Form: 9/11/2004

RE/MAX First Choice

Seller's Property Condition Disclosure Statement

B

PROPERTY: 1004 Townes Ct.
(Physical Address)

Birmingham Shelby 35242 Alabama.
(City) (County)

LEGAL: 4 Brook Highlands Townes
(Lot#) (Block) (Subdivision)

If owner has ever occupied property, list dates of occupancy ___/___/___ to ___/___/___.

Residential real estate consumers, both purchasers and sellers, may benefit from a mechanism maximizing their ability to obtain information concerning a home purchase and sale. This uniform disclosure statement may aid both purchasers and sellers to identify aspects of properties which may require attention: health, safety, environmental, structural, mechanical or other potential problem areas.

This disclosure form is not intended to diminish the responsibility of buyers to carefully examine the property which they intend to purchase, and in fact, highlights the importance of professional inspections and environmental tests. This disclosure form does not limit existing responsibilities by a seller or buyer concerning the condition of the property or potential liabilities or remedies at law, statute or in equity.

This disclosure may significantly improve the transfer process and better serve the interest of all parties to a property purchase. It may increase clarity regarding the nature of the property and provide greater certainty to contracts entered into by better-informed buyers and sellers.

Under current law, the SELLER is required to disclose all known conditions that affect the health or safety of a prospective purchaser. SELLER discloses to PURCHASER that SELLER knows of no defects in the subject property, other than those deficiencies in this form.

Accordingly, SELLER(s) hereby authorize(s) licensee/broker to provide a copy of this Disclosure to any person(s) or entity (ies) in connection with any actual or anticipated sale of the property.

PROPERTY CONDITION DISCLOSURES

Seller's statement: This disclosure is based solely on the seller's observation and knowledge of the property's condition and improvements and without assistance or direction from the Seller's Agent/Broker/Licensee. This document shall not be a warranty by the seller or seller's agent and shall not be intended as a substitute for an inspection or warranty the purchaser may wish to obtain.

Instructions to the seller: (1) Complete all numbered items. (2) If additional explanation is required please attach additional pages with your signature. (3) If any item does not apply to your property, check the "N/A" (not applicable) line. (4) If you do not know the answer to a question, check the "Don't Know" line.

		YES	NO	DON'T KNOW	N/A
	1. Environmental Issues				
(a)	Was the house built before 1978?				
(b)	Are you aware of the use of urea formaldehyde, asbestos materials, or lead-based paint in or on this home?				
(c)	Are you aware of any testing for radon gas or evidence of toxic mold?				
(d)	Are you aware of any underground storage tanks, old septic tanks, field lines, or abandoned wells on the property?				
(e)	Are you aware of the existence of Chinese Drywall in this home?				
	2. House Systems – *Do you know of any existing problems affecting…*				
(a)	Plumbing				
(b)	Electrical System				
(c)	Appliances				
(d)	Floors and Walls				
(e)	Doors and Windows				
(f)	Ceiling and Attic Fans				
(g)	Security System				
(h)	Sump Pump				
(i)	Chimneys, Fireplaces and Inserts				
(j)	Pool, Hot Tub, Sauna				
(k)	Sprinkler System				
(l)	Heating System – Age				
(m)	Cooling System/Air Conditioning System – Age ______				
	Explain:				
	3. Foundation/Structure/Basement/Exterior Finish				
(a)	Any defects or problems, current or past, to the foundation or slab?				
(b)	Any defects or problems, current or past, to the structure or exterior veneer?				
	Explain:				
(c)	Has the basement leaked since you owned or lived in the property?				
(d)	Have you ever had any repairs done to the basement?				
	Explain:				
(e)	Does the house have Exterior Finish and Insulation System (EIFS) siding?				
(f)	Any defects or problems, current or past, to the EIFS siding?				
	Explain:				
	4. Termites, wood destroying organisms, fungi, etc…				
(a)	Are you aware of any active or previous signs of subterranean or dry wood termites, powder post or wood boring beetles or wood decaying fungus?				
(b)	Are you aware of any damage due to wood infestation?				
(c)	Has the house or the other improvements ever been treated for wood infestation?				
	If yes, when, by whom, any warranties?				
	5. Roof				
(a)	Age of roof?				
(b)	Has the roof leaked at any time since you have owned or lived in the property?				
	Explain:				
	6. Land/Drainage				
(a)	Any soil stability problems?				
(b)	Has the property ever had drainage, flooding or grading problems?				
(c)	Is the property in a flood zone?				
(d)	Is there a retention/detention basin, pond, lake, creek, spring, or water shed on or adjoining the property?				
	Explain:				
	7. Boundaries				
(a)	Do you have a previous survey of the property?				
(b)	Have you made any improvements since the last survey?				
(c)	Are there any encroachments or unrecorded easements relating to the property of which you are aware?				
	Explain:				
(d)	Are you aware of any burial plots on the property?				
	8. Water				
(a)	Source of water supply? Public ☐ Well ☐ Shared Well ☐ Lake/Pond ☐				
(b)	Are you aware of below normal water supply or water pressure?				

Seller's Initials: __________ Date: __________ Purchaser's Initials: [illegible] Date: 3/24/2016

Seller's Initials: __________ Date: __________ Purchaser's Initials: __________ Date: __________

		YES	NO	DON'T KNOW	N/A
	9. **Sewer System**				
(a)	Property is serviced by: Public Sewer ☐ Private Sewer ☐ Septic Tank ☐ None ☐				
(b)	Does your system require a pump/lift?				
(c)	Are you aware of any problems with the sewer system?				
	Explain:				
	10. **Construction/Remodeling**				
(a)	Since you have owned the property, have there been any additions, structural modifications, or other alterations made?				
	Explain:				
(b)	Have you been notified of any building code violations?				
	11. **Homeowner's/Condo Association(s)**				
(a)	Is the property/condo subject to rules or regulations of a homeowner's association?				
(b)	If yes, what is the yearly assessment? $				
(c)	Is the assessment voluntary ☐ or required ☐?				
(d)	Are you aware of any conditions that may result in an increase in taxes or assessments?				
(e)	Are any features of the property shared in common with adjoining landowners, such as walls, fences, driveways, etc.?				
	Explain:				
	12. **Miscellaneous**				
(a)	Are you aware of any existing or threatened legal action affecting this property?				
(b)	Are there any assessments other than property assessments that apply to this property (i.e. sewer assessments, etc.)?				
(c)	Are you aware of any other conditions, which are defective with regard to this property?				
	Explain:				

Space for additional information: I don't live in the Property so I Can't guarantee any of the items Working or not.

The information provided is true and correct to the best of my knowledge and I give permission to my broker to share this information with all prospective purchasers.

Witness (Date) 3-17-16 — Seller (Date)

Witness (Date) — Seller (Date)

The Buyer acknowledges receipt of copy of this form.

Witness (Date) — Buyer (Date) 3/24/2016

Witness (Date) — Buyer (Date)

3/24/2016

C

RE/MAX First Choice

PERSONAL PROPERTY ADDENDUM

On the address located at: 1004 Townes Ct Bham 35242
The terms and conditions of this Addendum form a part of that certain General Sales Contract between the undersigned Purchaser(s) and Seller(s).

*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 unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list below:

ITEM	REMAIN WITH PROPERTY	NOT REMAIN WITH PROPERTY	EXCLUSIONS
ALL WINDOW TREATMENTS	X TO REMAIN	____ DO NOT REMAIN	
ALL WINDOW TREATMENT HARDWARE	X TO REMAIN	____ DO NOT REMAIN	
ALL LIGHT FIXTURES	✓ TO REMAIN	____ DO NOT REMAIN	
ALL CEILING FANS	✓ TO REMAIN	____ DO NOT REMAIN	
STOVE/OVEN	✓ TO REMAIN	____ DO NOT REMAIN	
DISHWASHER	✓ TO REMAIN	____ DO NOT REMAIN	
REFRIGERATOR	✓ TO REMAIN	____ DO NOT REMAIN	
GARAGE DOOR OPENERS	✓ TO REMAIN	____ DO NOT REMAIN	
BATHROOM MIRRORS	✓ TO REMAIN	____ DO NOT REMAIN	
MICROWAVE	✓ TO REMAIN	____ DO NOT REMAIN	
	____ TO REMAIN	____ DO NOT REMAIN	
	____ TO REMAIN	____ DO NOT REMAIN	
	____ TO REMAIN	____ DO NOT REMAIN	
	____ TO REMAIN	____ DO NOT REMAIN	

*Seller agrees to have all other property items removed from home and agrees to leave property in a clean and orderly condition.

____________________ [signature]
Purchaser

____
Witness to Purchaser

____
Purchaser

[signature]
Seller

[signature]

____
Witness to Seller

____
Seller

RE/MAX First Choice

ADDENDUM D **to Sales Contract**

This is an addendum to the sales contract dated __________ between Shefaa Al-Khwaizi (Seller), and Brad E. Sweeney (Buyer), whereby Seller has agreed to sell and Buyer has agreed to purchase the real estate (the "Property") described or located at: 100 H Townes Ct B'ham AL Shelby 35242
(Property Address) (City) (County) (Zip Code)

THE UNDERSIGNED BUYER 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. ACKNOWLEDGEMENT THAT BUYER DECLINES TO OBTAIN SURVEY:
The undersigned Buyer (s) acknowledge (s)

(A) that RE/MAX First Choice has recommended the Buyer obtain a current boundary survey in connection with the purchase of the Property:

(B) that a commitment for title insurance does not insure or protect a Buyer against a cloud on the title listed on the commitment as a title exception nor against a title defect or objection that would be shown by a current survey of the Property:

(C) the following:
(1) a title commitment will list recorded easements and other impediments to the Property:
(2) a title commitment will not provide a picture showing the actual location of the easements on the Property; and
(3) a boundary survey prepared to ALTA standards will give the Buyer a scale drawing of the Property with any easements and encroachments shown so that the Buyer can visually determine how the use of the Property would be affected by the easements.

(D) that notwithstanding the recommendation to Buyer by RE/MAX First Choice that a current survey be obtained in connection with the purchase of the Property, Buyer has DECLINED to order or obtain a current survey; and that Buyer does hereby release RE/MAX First Choice, its agents and employees, from all liability and causes of action relating to title matters and issues affecting the Property, including, but without limiting the scope of the release, easements, defects, overlaps, and encroachments, which are shown on the title commitment or that would have been revealed or made apparent by an accurate current survey.

Buyer's Initials [BS] [ ] Seller's Initials [SAK] [ ]

2. SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT: Seller and Buyer agree to complete and sign the Seller's Property Condition Disclosure attached to the Contract as ADDENDUM B.

Buyer's Initials [BS] [ ] Seller's Initials [SAK] [ ]

3. CONDITIONS SUCH AS SINKHOLES COULD EXIST: Buyer acknowledges being informed by RE/MAX First Choice that sinkholes are prevalent in Shelby and Jefferson Counties and that buying sinkhole insurance or seeking the advice of an engineer should be considered. Buyer 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, RE/MAX First Choice MAKES NO WARRANTY OR REPRESENTATION RESPECTING THE SOIL CONDITION, ANY SUBSURFACE FAULT/DEFECT, OR ANY OTHER CONDITION OF THE LAND OR IMPROVEMENTS.

Buyer's Initials [BS] [ ] Seller's Initials [SAK] [ ]

4. NO GUARANTEE OR WARRANTY: Buyer acknowledges that he/she/they may have been given a list of at least three (3) names of mortgage companies, home inspectors, home warranty companies and/or home repair companies. RE/MAX First Choice, its broker owners, agents, and employees do not guarantee or warrant any of these companies' work and shall not be held liable for any disputes that may arise.

Buyer's Initials [BS] [ ] Seller's Initials [SAK] [ ]

5. MOLD DISCLOSURE AND WAIVER:

(A) **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 obtain a home inspection to better determine the condition of the contaminants. In the event suspect mold contamination is discovered, it is recommended that the Buyers 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".

(B) **BUYER DISCLOSURE:**

* The Broker or Broker's Agent has recommended the Buyer obtain a Home Inspection.
* The Broker or Broker's Agent has recommended the Buyer obtain a Mold Inspection.

(C) **WAIVER:** Buyer agree to hold RE/MAX First Choice, its agents, owners and employees harmless in the event any mold contaminants are discovered on the Property. Buyer understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated as 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. 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.

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

(E) **LEGAL ADVICE:** Buyer acknowledges that this waiver does not attempt to offer legal advice. If Buyer feels the need for legal advice they should consult an attorney of their choice prior to the execution of this document.

Buyer's Initials [ ] [ ]

6. **PROTECTIVE COVENANTS:** Buyer acknowledges receipt of Protective Covenants for the applicable new home subdivision, or resale subdivision.

Buyer's Initials [ ] [ ] **Seller's Initials** [ ] [ ]

6. Megan's Law: PURCHASER acknowledges that neither the Broker nor the Broker's Agent is responsible for the research for the location of sex offenders and that they make no representation that they have searched or researched any information about this issue within any geographical area. The PURCHASER further acknowledges that Broker or Broker's Agent has recommended that PURCHASER check with local law enforcement agencies regarding the location of know sex offenders in the community where PURCHASER plans to buy. PURCHASER agrees and acknowledges that unless known by the Broker or the Broker's Agent, neither the Broker nor Broker's Agent shall be responsible for disclosing this information to the PURCHASER. PURCHASER hereby takes full responsibility for making his own determination.

Buyer's Initials [ ] [ ] **Seller's Initials** [ ] [ ]

7. **Property Served by Sewer.** Seller warrants that the entire Property is connected to sewer and that ALL impact and connection fees have been paid.

Seller's Initials [ ] [ ]

8. **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 RE/MAX First Choice has recommended that Purchaser obtain a professional inspection of the septic tank system and that RE/MAX First Choice has in no way made any representation regarding the condition of the septic tank system.

Buyer's Initials [ ] [ ]

9. **Limited Home Warranty.** Purchaser has been informed of the opportunity to purchase a limited home warranty; Purchaser declines to purchase a limited home warranty.

Buyer's Initials [ ] [ ]

10. **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 water and system are adequate to serve the needs of Purchaser.

Seller's Initials [ ] [ ]

(b) Purchaser acknowledges that RE/MAX First Choice has advised that Purchaser obtain a professional opinion regarding the adequacy of the well and its equipment to serve Purchaser's needs.

Buyer's Initials [ ] [ ]

11. **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 delivery of offer or counter-offer of Seller's choice.

Buyer's Initials [ ] [ ]

12. **Pre-Approval 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 Received ________, from a mortgage lender confirming, without reservation or condition, Purchaser's pre-approval on and Purchaser's compliance with item 1-A of this Contract by making application for a ____95%____ 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.

Buyer's Initials [ ] [ ]

13. **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.

Buyer's Initials [ ] [ ] **Seller's Initials** [ ] [ ]

14. **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.

Buyer's Initials [ ] [ ] **Seller's Initials** [ ] [ ]

15. **Expanded Title Insurance Coverage.** Seller and Purchaser are aware that expanded title insurance homeowner's coverage may be purchased to insure many issues not covered by a standard owners policy. Purchaser ☐ does ☒ does not require expanded title insurance coverage. In the event the Buyer requires expanded coverage, and in the event the owner's and mortgagee's title policies are required at closing, the total expense of the expanded title policy shall be divided equally between the Seller and Buyer, even if the mortgagee is the Seller.

Buyer's Initials [ ] [ ] **Seller's Initials** [ ] [ ]

16. **Chinese or Defective Drywall Addendum.** The Residential Sale and Purchase Contract above-mentioned is hereby amended to add the following clauses:

1. Chinese or Defective Drywall Disclosure: If a residence or other improvement has been built or renovated on the Property during the approximate time frame of 2004 to present, the Buyer is hereby notified that such Property may contain defective drywall primarily manufactured in China. The presence of this Chinese or defective drywall seems to coincide with and may cause corrosion and damage to structural systems in such a residence or improvement and corrode and destroy system components. The damage has been extensive enough to require them to be replaced at substantial expense. Further, this Chinese or defective drywall apparently emits a strong sulphur-like odor or fume which may cause the residents of the home to experience health problems. The presence of this odor and/or the aforementioned damages may indicate the presence of Chinese or defective drywall, and the homeowner should investigate. The only known way to eliminate the fumes and the health problems and to stop the damage to the above-mentioned structural systems and system components is to remove and replace all of the defective drywall in the residence, which can be very costly. Finally, the presence of Chinese or defective drywall, the fumes, and the damaged systems, if not remedied, can impact the value or saleability of the property.

2. Drywall Inspection: In the event Buyer elects to conduct a risk assessment or inspection for any Chinese or defective drywall, which shall be done at Buyer's sole cost, Buyer must comply with the Inspection Period reflected in the Sales Contract, unless an addendum provides for an alternative inspection and notice to Seller. Buyer and Seller both agree that if Chinese or defective drywall is found, Buyer may, in Buyer's sole discretion, either cancel the Contract and be entitled to the return of the escrow funds, or notify Seller that Buyer elects to have the Chinese or defective drywall removed and the affected areas repaired and replaced with warranted items (along with any other damage caused by such Chinese or defective drywall to include, by way of example and not limitation, corroded wiring), provided said costs are within the Repair Limits of the Contract. Buyer's failure to exercise this right of inspection shall constitute a waiver if the Property is later determined to have Chinese or defective drywall.

3. Seller Disclosure & Buyer Acknowledgment: The Seller of the above-captioned Property hereby provides the Buyer with the following information on the existence of Chinese or defective drywall at the premises, and advises that a risk assessment or inspection for possible Chinese or defective drywall at the premises is recommenced prior to purchase.

Seller's Disclosure (check one):

☐ Chinese or defective drywall is present in the house, and Seller has provided Buyer with all available records and reports relating to Chinese or defective drywall in the Property as follows: ______________________ ; or

☐ Chinese or defective drywall is present in the house, and Seller has no reports or records pertaining to Chinese or defective drywall in the Property; or

☒ Seller has no knowledge of the existence of Chinese or defective drywall in the Property.

Buyer's Acknowledgement (check one):

Buyer acknowledges said advice and recommendation and makes the election set forth below: (Check One)

☐ Buyer acknowledges the right under the Inspection clause in the Sales Contract to conduct a risk assessment or inspection for the presence of Chinese or defective drywall and has received all the information listed above, if any; or

☒ Buyer waives the opportunity to conduct such a risk assessment or inspection for the presence of Chinese or defective drywall and has received all the information listed above, if any.

4. More Information: Further information on Chinese or defective drywall may be obtained from the Alabama Department of Health, 205-206-5300 or the local county Health Department where the Property is located (Shelby County Health Department by contacting 205-260-1650; Jefferson County Health Department at 205-933-9110). Visit the CDC Chinese Drywall Homepage by visiting: http://www.cdc.gov/nceh/drywall/

Buyer's Initials [initials] [ ] Seller's Initials [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 HEREWITH MADE AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT OF SALE.

______________________ Witness to Seller's Signature	______________________ Seller Date
______________________ Witness to Seller's Signature	[signature] 4/5/2016 Seller Date
Donna A Calvin Witness to Buyer's Signature	[signature] 3/24/2016 Buyer Date
______________________ Witness to Buyer's Signature	______________________ Buyer Date

20160627000222740 20/24 $84.00
Shelby Cnty Judge of Probate, AL
06/27/2016 02:13:11 PM FILED/CERT

RE/MAX First Choice

Seller's Net Proceeds Estimate

Seller's Name Shefaa Al-Khuaizi
Property Address 1004 Townes Ct B'ham 35242
Type of Contract/Loan ______ **Date** ______
Sales Associate Donna Calvin

Estimated Selling Costs:		A. Selling Price	$259,900
Title Insurance	$ 950		
Termite Bond & Inspection	$ 250		
Attorney Fee	$ 450		
Broker's Listing Marketing Fee REMAX 3%	$ 7,297 00	2599 00	
Selling Commission A+T 1% S.A.	$ ~~7,297~~		
Tax Proration* (if in escrow, will be reimbursed) S.A.	$ 900		
Inspections and/or Repairs	$ 500		
Home Warranty Plan	$ 600		
Purchaser Concessions	$ 7000	*	
Other	$		
Other	$		
B. Total Estimated Selling Costs	117,657		$ ~~18,790~~ 20,546
First Mortgage Loan	$ ~~120,000~~		
Second Mortgage or Equity Line of Credit Loan	$ 42,000 S.A.		
Other Encumbrances ______ $			
C. Total Encumbrances			$ 120,000
D. Total Estimated Selling Costs & Encumbrances (*B + C*)			$ ~~188,794~~ 190,54
E. Estimated Proceeds to Seller (*A less D = Cost of sell without interest on loan*)			$ ~~71~~ 69,354
F. Less Interest on Loan	$		
G. Approximate net after paying interest due*			$ ~~71,156~~

I am fully aware that this estimate has been prepared to assist me in computing my costs. Whenever possible, the broker has used the current charges that can be expected. The above fees and charges are estimates only; actual amounts are not guaranteed by RE/MAX First Choice and/or any of its counselors. I have read the above figures and acknowledge a receipt of a copy of this form.

Donna H Calvin
Sales Associate

S. Al-Khuaizi
Seller

RE/MAX First Choice
Office

______
Seller

* NOTE: Possible credits or charges may apply at closing that cannot be calculated at this time, such as credit for Homeowner's Insurance that is not being transferred to the Purchaser. Property tax is generally included in the existing mortgage escrow account, as well as the homeowner's insurance, flood insurance and mortgage insurance, if any. Mortgage interest is usually paid in arrears and will be due at closing for the portion from the last payment made to closing date, generally a one to two month period depending upon the last payment you made.

Each office is independently owned and operated.
Form 02/22/10

RE/MAX First Choice
201 Amphitheater Road Pelham, AL 35124

Purchasers Estimated Closing Sheet

Prepared For: Brad E. Sweeney Date 3-24-16
Property Address: 1004 Townes Ct Estimated Closing Date ______

Sales Price	$ 259,900	Monthly P & I	$
Minus Down Payment	$	Monthly Property Tax	$
Loan Amount	$ 249,000	Monthly Hazard Insurance	$
Plus Financed MIP or VA Funding Fee	$	Monthly Mortgage Premium	$
		MIP or PMI	$
(If Applicable)	$	Estimate Total Monthly Payment	$
		(Subject to Change)	
Plus Financed FHA Closing Costs (If Applicable)	$		
Final Mortgage Amount	$		

20160627000222740 21/24 $84.00
Shelby Cnty Judge of Probate, AL
06/27/2016 02:13:11 PM FILED/CERT

ESTIMATED LOAN COSTS:

Discount Points %	$	Lender Misc. Fees	$
Origination Fee	$	Tax Service Fee	$
Appraisal Fee	$	Optional Home Inspection	$
Attorney Fee	$	Optional Home Warranty	$
Title Insurance	$	Optional Septic Inspection	$
Credit Report	$	Flood Certification	$
Recording Fee: Deed	$	Express or Courier Fees	$
Recording Fee: Mortgage	$	Document Preparation	$
Survey	$	Other	$
Underwriting Fee	$	TOTAL	$

ESTIMATED PREPAID ITEMS

Homeowner's Insurance / 12 Months	$	Taxes (2 months)	$
Escrow (2 months)	$	Daily Interest. Interest Rate x Mtg Amount ÷ by 365 days Equals $ ____ per day for ____ days.	
Mortgage Insurance / 2 Months	$	Estimated Daily Interest	$
(Conventional loans with 20% down = No PMI)		Other	$
(FHA loans require Mortgage Ins regardless of loan amount)		TOTAL	$
(VA loans do not have Mortgage Ins premiums)			

Seller To pay up To 7,000 of Purchasers closing cost & pre-paid Items

ESTIMATED EXPENSES

Closing Costs — 7,000
Prepaid Items — TBD $
Initial Investment (Down Payment) $ 13,000
TOTAL $

Items Paid prior to Closing upon Purchasers behalf:
Earnest Money $
Appraisal Fee and Credit Report $
Misc. $
Misc. $
TOTAL CREDITS $
TOTAL CASH REQUIRED TO CLOSE AFTER CREDITS $ 13,000

The statements, estimates and figures presented herein, while not guaranteed by Re/Max First Choice or its Sales Associates, are secured from sources we believe to be authoritative. The undersigned Purchaser(s) acknowledges that the above is an estimate of the usual closing costs made by the Sales Associate based upon information available on this date and costs and prepaid items are subject to change. A change in closing date can change cost estimates.

Marketing Counselor sign below:
Donna H Calvin

Purchaser 4/6/16 Date Purchaser Date

Form Approved by the Birmingham Area MLS, Inc.
December 19, 2006 (*previous forms obsolete*)

20160627000222740 22/24 $84.00
Shelby Cnty Judge of Probate, AL
06/27/2016 02:13:11 PM FILED/CERT

BUYER AGENCY AGREEMENT

The undersigned Brad E. Sweeney, hereinafter designated as Buyer or Client, hereby engages RE/MAX First Choice ___________, hereinafter designated as Broker, as Client's sole and exclusive agent to locate property described below or other property acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase, exchange, lease, or option to buy.

IF A BUYER CHOOSES TO BE REPRESENTED AS A CLIENT, THE FOLLOWING SHALL APPLY:

1. PROPERTY DESIRED: General description of possible suitable properties includes:

a. Type (residential, land, commercial, etc): ___________
b. Transaction (purchase, rent/lease, exchange, option, etc.): ___________
c. Location: 280 Area
d. General Requirements of Property (*continue on addendum if necessary*): ___________
e. Date Required: May
f. Price Range: ___________
g. Other Terms/Conditions (*continue on addendum if necessary*): ___________

2. **TIME OF COMMENCEMENT & DURATION OF AGENCY:** Broker is granted authority as Buyer's exclusive agent beginning on ___________, 20___, and continuing until ___________, 20_____, or until Buyer closes the purchase of real property that is the subject of Paragraph 1 hereinabove, whichever occurs first.

3. **CONDITION OF PROPERTY AND NECESSITY OF INSPECTION:** Client acknowledges and agrees that:

a. In locating properties for Client, Broker may rely on statements or representations of others, and that any given property may not satisfy all the requirements expressed by Client, and that Broker makes no representations whatsoever regarding the condition of the property or its suitability for Client's intended purposes, and

b. Broker and its associates (also sometimes referred to as licensees) lack the expertise to determine the condition of the property and, therefore, Client will not rely on any statements or omissions made by Broker or its associates regarding the condition of the property, and

c. Client, and not Broker, has the responsibility to determine or verify, either personally, or through, or with a licensed contractor or other representative of Client's choosing, any and all conditions of the property material to Client's decision to buy the property, and

d. Client is aware that professional inspection services and/or contractors may be engaged for this purpose and that Broker and its associates strongly recommend the use of such professionals.

4. **LIMITED CONSENSUAL DUAL AGENCY – BROKER LISTED PROPERTY:** ***See Company Policy on Addendum A.***

5. **BROKERAGE COMPENSATION:** THE COMMISSION PAYABLE TO THE BROKER IN THIS TRANSACTION IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND CLIENT.

a. BROKERAGE FEE:

i. Purchase/Exchange: Client agrees to pay Broker, as compensation for locating property acceptable to Client and negotiating the purchase or exchange, a fee of $_____—_____, or ___—___% of the purchase price.

ii. Option: Client agrees to pay Broker as compensation for obtaining an option on a property acceptable to Client a fee of $_____—_____, and to pay Broker the balance of a fee of ______% of the purchase price in the event the option is exercised by Client or Client's assignee.

iii. Lease: Client agrees to pay Broker as compensation for locating a property acceptable to Client and negotiating a lease thereon a fee of $____—____.

b. PAYMENT OF FEE BY THIRD PARTIES: Broker agrees that, if it receives a fee or commission from the seller or seller's broker, the fee received shall be credited against the amount owed by the Client hereunder. Any compensation or fee accepted by Broker from the seller or seller's broker will be in lieu of any obligation by Client to pay the compensation, as agreed above.

c. EXCLUSIVE AGENCY: COMMISSION EARNED ON COMPLETION OF TRANSACTION AFTER EXPIRATION. If Client acquires property shown by Broker during the period of this Agreement or within 180 days after expiration of this Agreement, the Client is obligated to pay Broker the commission described hereinabove. If the Client is contacted directly by a Seller or other real estate agent or broker, the Client shall refer them to Broker.

6. **AFFILIATED BUSINESS ARRANGEMENTS:** Buyer is hereby notified that Broker has a business relationship with the following companies, and those relationships may provide Broker a financial or other benefit: ______—______.

7. **PRIVACY AND SECURITY POLICY:** As part of Broker's business operations, we collect non-public personal information on applications and other forms. It is our policy that we may disclose any or all of the non-public information that we collect to affiliated and/or non-affiliated companies that perform services or functions on our behalf (for example, private mortgage, insurance, and/or quality control companies) and other non-affiliated financial institutions with whom we may have a joint marketing agreement (for example, insurance companies). Broker restricts access to non-public personal information about you to those employees whom we determine have a legitimate business purpose to access such information.

8. **NONDISCRIMINAT N:** It is illegal to discriminate in the sale or lease of real estate because of race, color, religion, handicap, familial status, sex, or national origin.

This agreement is intended to be the legal and binding contract of all parties, and may affect your legal rights. If not understood, seek competent legal advice. Signatures on this Agreement may be obtained on facsimile copies for the purpose of contractual agreement; therefore, such facsimile signatures shall be deemed legal and binding.

__________ *Buyer*	*Date*	REMAX First Choice *Brokerage Firm Name*	
__________ *Buyer*	*Date*	Donna H Calvin *Broker/Agent*	3-24-16 *Date*

EvaBank
Member FDIC

www.evabank.com

1710 Cherokee Avenue
Cullman, AL 35055
(256) 255-2250
(256) 255-2260 Fax

3210 Highway 157
Cullman, AL 35058
(256) 796-2201
(256) 737-0159 Fax

4113 Eva Road
Eva, AL 35621
(256) 796-2201
(256) 796-2869 Fax

2915 Clairmont Avenue
Birmingham, AL 35205
(205) 949-0892
(205) 949-1753 Fax

3810-J Sullivan Street
Madison, AL 35758
(256) 258-1072
(256) 258-1077 Fax

March 21, 2016

Brad Sweeney
1004 Townes Court
Birmingham, AL 35242

20160627000222740 24/24 $84.00
Shelby Cnty Judge of Probate, AL
06/27/2016 02:13:11 PM FILED/CERT

Dear Mr. Sweeney,

Congratulations! After reviewing your credit application and supporting documentation, you have been **Pre-approved** for a loan up to $246,000. This pre-approval is effective for sixty (60) days and will be considered null and void as of May 21, 2016. In order to complete the loan process, you must (1) identify a suitable property (a suitable property is one that appraises for a sufficient amount, passes a termite inspection and has an acceptable title insurance binder); (2) verify that your financial condition and creditworthiness have not been materially changed since the date of pre-approval and (3) provide your lender with the following information:

- Signed sales contract
- Valid legal description of the identified property
- Valid 9-11 property address
- Copy of any manufactured home titles if applicable
- Any other documentation necessary to show that you have met the original requirements of the loan.

Upon completion of the application process described above, EvaBank will begin the loan process.

Sincerely yours,

Amy Epsman-Crump, NMLS 759178
EvaBank, NMLS 414640

EQUAL HOUSING
LENDER

MEMBER FDIC