Standard Purchase and Sales Agreement

Parties Century Revitalization Group, LLC and/or assigns (BUYER) and Hugh and Betty Johnson (SELLER) which terms may be singular or plural and will include the heirs successors, personal representatives and assigns of Seller and Buyer, hereby agree that Seller will sell and Buyer will buy the following property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is in Shelby County, and is described as follows:

Address: 313 Thompson Road, Alabaster, Al, 35007

It is understood that the Property will be conveyed by General Warranty Deed (unless otherwise required) subject to taxes, existing zoning, covenants, restrictions and easements of record.

1. Total Purchase Price to be paid by Buyer is payable as follows:

A. Binder Deposit

A. Total Purchase Price

\$ \$240,000.00

- 2. Payment of Expenses: If Buyer fails to perform, all loan and sale processing and closing costs incurred, whether the same were to be paid by Seller or Buyer will be the responsibility of the Buyer, with costs deducted from binder deposit. If Seller fails to perform, all loan, sales processing and closing costs incurred whether same were to be paid by Seller or Buyer will be the responsibility of Seller, and Buyer will be entitled to the return of the Binder deposit. Buyer will pay for Attorney and Title Fees. Seller and Buyer agree to prorate taxes at closing.
- 3. Quit Claim Provision: Grantor (Seller) assumes responsibility for any and all disclosed or undisclosed issues, encumbrances, liens, fees, fines, or title issues etc. related to said Property.
- 4. Seller agrees to deliver the *Property* in its PRESENT AS IS CONDITION except as otherwise specified herein. Seller does hereby certify and represent that Seller has legal authority and capacity to convey the property with all improvements. Seller further certifies and represents that Seller knows of no latent defects to the property and knows of no facts materially affecting the value of the property. Buyer has inspected the property and HAS NOT RELIED UPON ANY REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT in describing the property, and Buyer accepts the property in its PRESENT AS IS CONDITION, except as otherwise specified herein.
- 5. Occupancy: Seller represents that there are no parties in occupancy other than Seller or approved tenant. Buyer will be given possession at closing.
- 6. Personal Property: included in the purchase price are all fixed equipment including ceiling fans, drapery hardware, attached lighting fixtures, mailbox, fence, plants and shrubbery as now installed on the property.
- 7. Zoning and Restrictions: Unless the Property is zoned R1 and can be legally used for residential use, or if there is notice of proposed zoning changes, deed or other restrictions that could prevent such use at time of closing, Buyer will have the right to terminate this Agreement. Buyer will have 10 days from acceptance to verify the existing zoning and current proposed changes, and deliver written notice of objections to Seller or be deemed to have waived objections under this paragraph.
- 8. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding agreement will be construed under Alabama Law, will not be recorded and if not understood, parties should seek competent legal advice. Seller and Buyer give real estate agent authorization to advise surrounding neighbors who will be the owner of this property. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- 9. J Benoit is a licensed real estate agent in the State of Alabama.
- 10. Century Revitalization Group, LLC intends to hold this property as a rental or sell it for a profit.

11. Signed sealed on the date herein stated

Buyer - J Benoit, Manager

Century Revitalization Group, LLC

5/9/21

SCAHANDS.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk

Shelby County, AL 10/14/2021 10:59:45 AM \$22.00 JOANN

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Seller – Hugh Johnson

Date of Acceptance

Seiter - Betty Vohnson