

When recorded, return to:

Optimal Home Offers LLC
(404) 574-4049
support@optimalhomeoffers.com

APN: 093060001007003

MEMORANDUM AND NOTICE OF PURCHASE CONTRACT

THIS MEMORANDUM AND NOTICE OF PURCHASE CONTRACT (this "Memorandum") is made as of the 11th day of November 2025, by Optimal Home Offers LLC ("Buyer") to provide notice of its Purchase Contract with Jawina Ruth and Reginald Ruth as "Sellers".

1. Buyer and Sellers entered into that Purchase Contract and Escrow Instructions effective as of November 7th, 2025 (the "Purchase Contract"), whereby Sellers provided Buyer with the right to purchase the real property legally located at 4513 Oxford Road, Birmingham, AL 35242 attached hereto and incorporated herein by this reference (the "Property").
2. This Memorandum is being recorded in the Official Records of Shelby County, state of Alabama for the purpose of providing notice of the rights of Buyer to purchase the Property and is not intended to amend the Purchase Contract.
3. A fully executed copy of the Purchase Contract is in the possession of each of the parties hereto and in the possession of TBD, as Escrow Agent, at the following address:

Company Name: TBD

Address: TBD

Escrow Officer: TBD

Email: TBD

4. In the event that the Purchase Contract is properly terminated, Escrow Agent is authorized to record a Quit Claim Deed and Notice of Termination of Purchase Contract, which Quit Claim Deed and Notice of Termination of Purchase Contract has been executed by Buyer and delivered to Escrow Agent simultaneously with the execution of this Memorandum.

[Signatures follow.]

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

"BUYER"

Optimal Home Offers LLC

By: [Signature]

Its: Member

For Witness: (1 required in GA, 2 required in CT, FL, LA, and SC)

WITNESS NAME

Signature

WITNESS NAME

Signature

NOTARY ACKNOWLEDGEMENT

STATE OF Delaware
COUNTY OF Sussex

On November 11, 20 25 before me, personally appeared Luke Bartolomei, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Delaware that the foregoing paragraph is true and correct.

David Bartolomei
Notary Public Signed

October 3, 2027
My Commission Expires

(Seal)

DAVID LAWRENCE BARTOLOMEI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires October 3, 2027

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PURCHASE AGREEMENT

THIS PURCHASE CONTRACT AND ESCROW INSTRUCTIONS ("Contract"), is effective as of the latest date it is executed by the Parties (the "Effective Date"), and comprises the entire contract and agreement between Seller (defined in Section 1.8 below) and Buyer (defined in Section 1.8 below) (collectively "Parties").

1. **BASIC TERMS.** This Section 1 defines the Basic Terms of this Contract.

1.1 Property Address: 4513 Oxford Rd, Birmingham, AL

1.2 Legal Description: As stated in the Commitment to be provided by Escrow Agent.

1.3 The Property: The real property described in Sections 1.1 and 1.2 together with all improvements, fixtures, and appurtenances thereon incidental thereto.

1.4 Purchase Price: \$ 312,000

1.5 Close of Escrow: On or Before Dec 1st, 2025 ("COE")

1.6 Escrow Agent: Name: TBD
Escrow Officer:
Email:

1.7 Parties: Seller: Jawina Ruth and Reginald Ruth
Buyer: Optimal Home Offers

1.10 Closing Amounts to be paid as follows:

Escrow fees and costs: 50% by Buyer and 50% by Seller or 100% by Buyer


standard title policy: Seller or Buyer

HOA fees (disclosure, transfer, capital improvement/reserve) (if applicable):

50% by Buyer and 50% by Seller or 100% by Buyer.

1.12 Additional Terms and Conditions:

Seller does not pay any closing costs, realtor commissions, or other hidden fees.
Buyer will cover all of this for the seller

Seller Initials: 

Buyer Initials: 

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2. **PURCHASE AND SALE OF PROPERTY.** For the Purchase Price and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell, and Buyer agrees to buy the Property identified in Section 1.3. The Deposit shall be credited toward the Purchase Price at COE.

3. **STATUS OF TITLE.** As soon as practical following the Effective Date, Escrow Agent shall cause a current commitment for an ALTA Owner's Policy of Title Insurance (the "Commitment") to be issued and delivered to Seller and Buyer. Buyer and Seller shall satisfy their respective requirements to closing set forth in the Commitment prior to COE. Seller shall remove all liens, clouds, and encumbrances at or prior to COE. In the event Seller is unable to remove all liens, clouds, and encumbrances at or prior to COE, Buyer shall have the right to extend the COE date, to clear title to the property.

4. **ACCESS TO THE PROPERTY.** Seller shall provide access to the Property to Buyer, and will make the Property reasonably available to Buyer and to Buyer's contractors, agents, agents, representatives, inspectors and authorized individuals to conduct walkthrough(s) of the Property.

5. **AS IS PURCHASE; EXISTING CONDITION AS OF COE.** Buyer is purchasing the Property "AS IS" and in the condition existing as of the Effective Date. The Property shall be delivered to Buyer at COE in substantially the same condition existing as of the Effective Date. In the event of loss of or damage to the Property, or a portion thereof, prior to the COE, Buyer may terminate this Contract and the Earnest Money, and any other items or things of value given by Buyer to Seller will be refunded to Buyer.

6. **ESCROW; COE; CLOSING COSTS AND PRORATIONS.** Seller and Buyer engage Escrow Agent to act as the escrow agent for the closing of the transactions contemplated by this Contract. Title will be transferred by general warranty deed. Buyer and Seller shall execute all documents Escrow Agent reasonably requires to effectuate the COE. All real estate taxes, rents, and assessments shall be prorated as of COE. The Parties shall pay the specific closing costs applicable to them as set forth in Section 1.10.

7. **CURE NOTICE; ATTORNEYS' FEES.** If a party fails to comply with this Contract, the other party shall issue a Cure Notice specifying the non-compliance. If the issue is not cured within 10 calendar days, it will be considered a breach. A Cure Notice is not required if the Seller refuses or fails to close escrow by the COE date, which be deemed an immediate breach, entitling the Buyer to pursue all available remedies. The prevailing party in any lawsuit to enforce this Contract shall be awarded reasonable attorneys' fees, expert fees, and costs. Attorneys' fees awarded to the Buyer may be paid from the closing proceeds.

8. **BUYER'S REMEDIES.** In the event of a breach of this Agreement by Seller at any time prior to Close of Escrow (COE), Buyer shall have the right to seek specific performance of this Agreement, compelling Seller to fulfill Seller's obligations under the terms of this Agreement.

9. **NO ORAL CHANGES OR REPRESENTATIONS.** EACH PARTY ACKNOWLEDGES THAT SUCH PARTY HAS NOT RELIED ON ANY ORAL CONTRACT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. This Contract may be amended or modified only by an agreement in writing signed by Buyer and Seller.

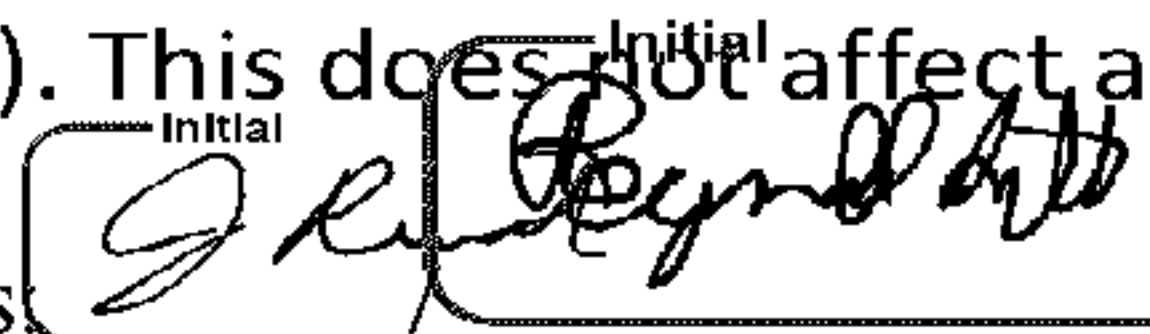
10. **NOTICES.** Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery, electronic mail, or upon receipt, if deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or if deposited with any commercial air courier or express service.

11. **MISCELLANEOUS.**

11.1 *Additional Terms and Conditions.* The Parties agree to be bound by the additional terms and conditions specified in Section 1.12 and if such additional terms and conditions conflict with any other provision of this Contract, the terms and conditions set forth in Section 1.12 shall control.

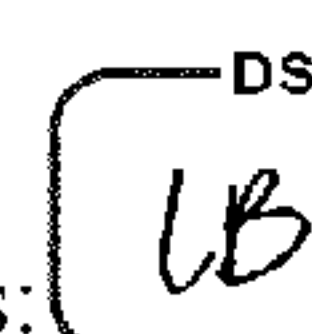
11.2 *Assignability.* Buyer reserves the right to assign this agreement to a new LLC (limited liability corporation). This does not affect any terms of the contract for the Seller.

Seller Initials:

 Initial

2

Buyer Initials:

 DS

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11.3 *Time is of the Essence.* Time is of the essence with respect to the performance of all terms, conditions and provisions of this Contract.

11.4 *Choice of Law.* This Contract shall be governed and enforced under the laws of the state where the Property is located without regard to any conflict of law provisions.

11.5 *Electronic Execution and Counterparts.* This Contract may be executed by electronic means and in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

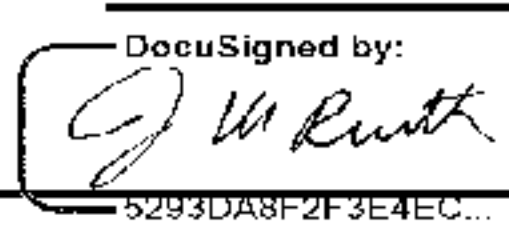
Seller acknowledges and agrees that Seller has read and fully understands the terms and conditions of this Contract and is entering into this Contract voluntarily and has not been threatened, coerced, or intimidated into signing this Contract.

APPROVED AND ACCEPTED BY SELLER

on 11/7/2025, 20 :

SELLER/S:

Name: Jawina Ruth

By:  DocuSigned by: 6293DABF2F3E4EC...

Email: jayruth67@gmail.com

Name: Reginald Ruth

By:  DocuSigned by: 710C8ECEB94D462...

Email: reggieruth65@gmail.com

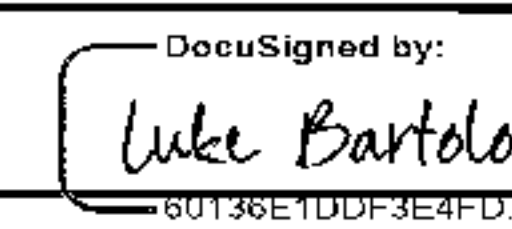
Date: _____

APPROVED AND ACCEPTED BY BUYER

on 11/7/2025, 20 :

BUYER COMPANY NAME:

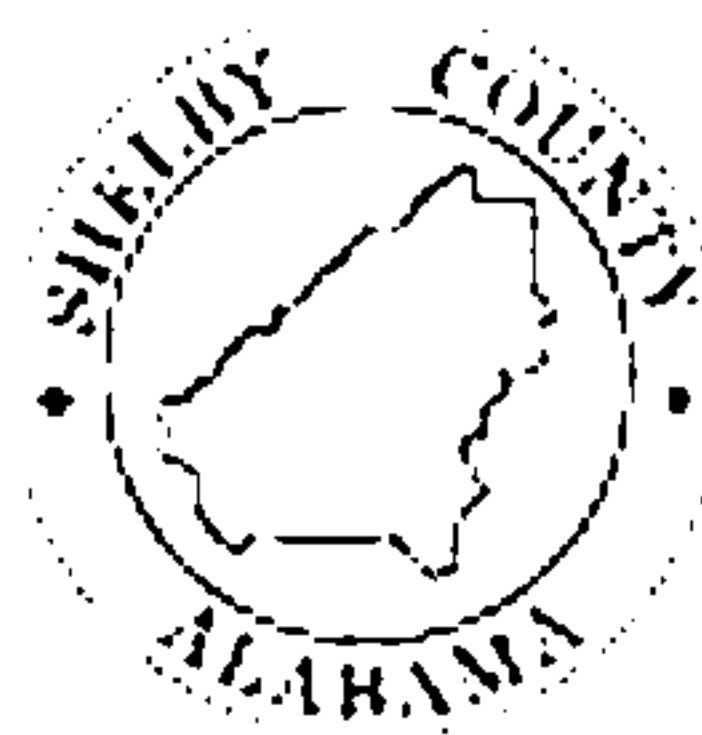
Optimal Home Offers

By:  DocuSigned by: 60136E1DDF3E4FD...

Its: Member

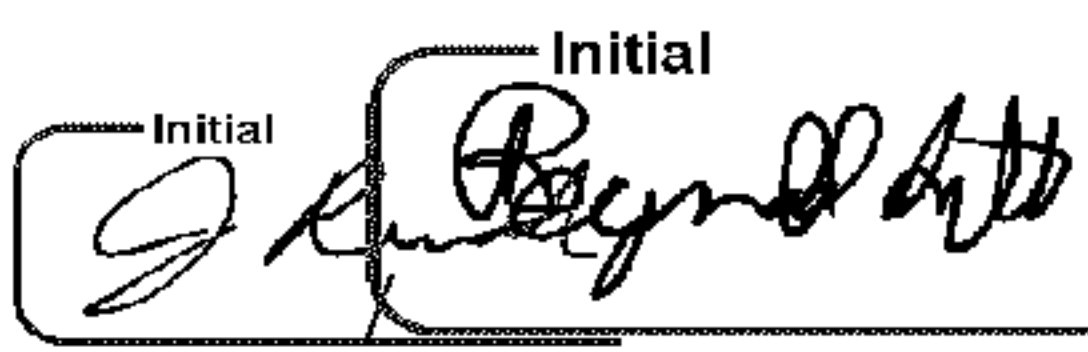
Email: support@optimalhomeoffers.com

Phone: 404-566-7657



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/12/2025 09:08:53 AM
\$34.00 KELSEY
20251112000346670**

Allie S. Bayl

Seller Initials: 

Buyer Initials: 