

RESIDENTIAL REAL ESTATE SALES CONTRACT

MLS NO: 168214

Date: 4/26/2024

I, or we, Jerry R. Hornsby
(BUYER/S/PURCHASER/S), hereby agree/s to buy and I, or we, Troy & Susan Adams
(SELLER/S), hereby agree/s to sell, upon the following terms and conditions, the following described real estate in its "AS IS" condition without any warranties, expressed or implied, and subject to any and all existing covenants, restrictions, easements of record, zoning ordinances, leases, and/or liens or encumbrances incurred in this transaction, located at 873 Lee Road 132
City Zip in Alabama County, Alabama, and legally described as Lot Block Subdivision
Addition: See attached Home Owners' Association/Condo Owners' Association Management Company if applicable

The Property includes the following items, if present at the time of Contract: All buildings; plumbing, heating, cooling, and electrical fixtures; ceiling fans, built-in appliances, stove/range, radio and television antennas, satellite dish(es), and any mechanical controls; shades, shutters, window blinds, and curtain rods; attached floor coverings; doors; attached fireplace doors and screens; fireplace inserts; wood burning stoves; garage door openers and controls; screens, storm windows and doors; landscaping and fences; T.V. mounts, security system, doorbells, bathroom mirrors, all pool equipment owned by SELLER/S; and **Frig, and deep freezer**

The Property does NOT include

1. PURCHASE PRICE: The Purchase Price shall be \$ 307,500.00

2. CLOSING COSTS: BUYER/S to pay closing costs, except to the extent set forth herein or by addendum.

3. PAYMENT OF PURCHASE PRICE: (Select Appropriate Statement)

3.1 ☒ No Financing Contingency. Buyer will pay cash. BUYER will provide SELLER verification of funds sufficient to close, or proof of financial capability to close, by (date).

3.2 ☐ No Financing Contingency. BUYER will either pay cash or obtain a loan for the purchase of the Property, but the obligations of Buyer to close in accordance with this Contract are not contingent on obtaining financing. BUYER will provide SELLER verification of funds sufficient to close, or proof of financial capability to close, by (date).

3.3 ☐ Financing Contingency. The obligations of BUYER to close in accordance with this Contract are contingent upon BUYER obtaining a ☐ Conventional ☐ FHA ☐ VA ☐ USDA-Direct RHS ☐ or loan at the prevailing rates of interest and costs. If the loan is FHA or VA, the FHA/VA Amendatory Clause Addendum must be incorporated into this Contract.

(a) Preapproval letter ☐ is ☐ is not provided.

4. BUYER OBLIGATIONS IF FINANCING CONTINGENCY: If section 3.3 above is selected, BUYER shall provide SELLER with written confirmation from BUYER's lender by 5:00 p.m. CST (date) confirming that buyer has applied for loan and deemed credit worthy for the purchase of this Property. In the event that BUYER is not able to provide confirmation from BUYER'S lender of financing as required by the previous sentence, SELLER may terminate this Contract, the Earnest Money shall be returned to BUYER, and both parties shall execute a mutual release of the Earnest Money. In the event that BUYER has provided written confirmation to SELLER as required herein and for any reason thereafter BUYER is not able to obtain financing and does not close as required by this Contract, the Earnest Money shall be paid to the SELLER, and both parties shall execute a mutual release of the Earnest Money.

4.1 Property Sale Contingency: Sale ☒ is ☐ is not contingent upon the BUYER'S sale of other real property.

5. APPRAISAL CONTINGENCY: ☐ is ☒ is not applicable. This sale is contingent upon subject property appraising for contract price or a higher amount. A certified appraiser approved by PURCHASER'S lender shall perform the appraisal. In the event property appraises for less than contract price, within two business days of receipt of appraisal, PURCHASER, at PURCHASER'S option may (a) request to re-negotiate price, or; (b) continue with contract as written or (c) cancel contract and receive a refund of all earnest money upon execution of a mutual release.

6. FHA/VA AGREEMENT: ☐ is ☒ is not applicable: "It is expressly agreed that notwithstanding any other provisions of this contract, the PURCHASER shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender/Department of Veterans Affairs or the LAPP underwriter, setting forth the appraised value of the property (excluding closing costs) of not less than \$. The PURCHASER shall have

J.R. Hornsby BUYER/S INITIALS, SA JA SELLER/S INITIALS

the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure/guarantee. HUD/Department of Veterans Affairs and the mortgage does not warrant the value or the condition of the property. The PURCHASER should satisfy himself/herself that the price and condition of the property are acceptable".

7. **EARNEST MONEY** in the amount of \$ 1,000.00 is required.

Earnest Money is being held by: (check only one)

☒ Listing Broker TrueSouth Properties

☐ Selling Broker TrueSouth Properties

☐ Other _____

Earnest Money shall be delivered on or before 5:00 p.m. CST 5/1/2024 (Date)

SELLER/S and BUYER/S hereby agree that the Earnest Money will promptly be deposited into an escrow account which may be interest bearing.

Parties agree to relieve the real estate licensees and company of any obligation or liability for holding earnest money in trust if funds are not held by the listing or selling broker. Earnest money may be held in trust until this agreement has been accepted and signed by all parties, at which time the earnest money will be promptly delivered to the escrow agent, or if this agreement is not signed, Earnest Money shall be returned to the buyer without a release. Cash shall be deposited immediately. **SELLER, at SELLER'S option, may cancel this agreement if the Earnest Money check is rejected by the financial institution or if the Earnest Money is not delivered by Buyer on or before the Earnest Money Delivery Date.**

BUYER and SELLER acknowledge that, if the Escrow Agent is an Alabama real estate licensee, Alabama Administrative Rule 790-x-3-.03 (4) (5) does not permit the escrow agent to remit the Earnest Money to either party without the agreement of both BUYER and SELLER. BUYER and SELLER acknowledge that if the Escrow Agent is not an Alabama real estate licensee, Alabama Administrative Rule 790-x-.03 (4) (5) may or may not apply.

8. **MERCHANTABLE TITLE:** The SELLER/S will furnish at SELLER'S expense the BUYER/S a Warranty Deed showing good and merchantable title, free from any and all encumbrances except ad valorem taxes, not yet due and payable, existing restrictions, easements of record, and applicable zoning ordinances; except that the SELLER/S shall have twenty (20) days from notification in which to perfect title or cure defects in the title to said property.
9. **WOOD INFESTATION REPORT:** At Closing, SELLER/S shall provide at sellers expense a "wood infestation report" from a licensed pest control company to Lender or provided to BUYER/S if there is no Lender, said report being completed not more than thirty (30) days prior to the Closing of the transaction. The report shall state that a visible inspection of accessible areas of the dwelling indicates that the dwelling is free from active infestation by wood destroying insects or fungi and/or damage, if any, caused by current infestation.

10. **INSPECTION:** Without waiving the right to conduct a final walk-through just prior to the Closing, BUYER/S reserves the right to inspect the Property and/or engage a qualified home inspector of BUYER'S choice and at BUYER'S expense to inspect the Property. Said inspection to be completed by No inspection (Inspection Date).

Upon completion of said inspection, BUYER/S must notify the SELLER/S in writing within two (2) business days of BUYER'S receipt of the inspection report, that BUYER/S shall:

- (a) Accept the property AS IS.
- (b) Terminate this Contract, in which case all Earnest Money shall be refunded to BUYER/S and both parties shall execute a mutual release of the Earnest Money.
- (c) Request negotiation of the Contract to reflect responsibility for repairs. SELLER/S must respond within two (2) business days unless otherwise agreed upon.
- (d) It is deemed acceptance of the property AS IS if BUYER/S fail to notify SELLER/S in writing within two (2) business days of BUYER'S receipt of the inspection report.

11. **DISCLAIMER OF PROPERTY CONDITION:** Neither the SELLER/S, nor any agent of the SELLER/S, makes any representations or warranties regarding the condition of the property except to the extent expressly and specifically set forth herein. According to Alabama law, unless otherwise stated herein, the property is sold in "AS IS" condition, without any warranties expressed or implied.

On or before the "Inspection Date" as defined in Section 10, BUYER/S have the obligation to determine whether personally, or with or through a representative of BUYER/S choosing, that any and all conditions of the Property material to the BUYER/S decision to buy the Property, are satisfactory, including without limitation: the condition of the heating, cooling, plumbing, electrical, and gas systems, and any built-in appliances; the roof; basement, including leaks therein; age; size; the square footage or area of property; construction materials including floors; structural condition; flood zone, utility and sewer or septic tank availability and condition; and any matters affecting the character of the neighborhood. SELLER/S grant/s to BUYER/S, and his or her agents and representatives, the right to enter the Property at any reasonable time after advance notice to SELLER/S for the purpose of making said inspections of the foregoing items and subject to Landlord Tenant Law, if applicable.

JRH BUYER/S INITIALS

JRH SELLER/S INITIALS

12. FINAL WALK-THROUGH INSPECTION: BUYER/S shall have the right to make a final inspection just prior to possession to determine that there have been no material changes in the condition of the Property since the date of the Contract.

13. UTILITY CONNECTION: ☐BUYER/S ☐SELLER/S shall be responsible to ensure the connection of utilities for the purpose of performing inspections or walk through.

14. CLOSING: The sale shall be closed and the deed delivered on or before 5/30/2024 (date) by TBD (closing Agent). Possession is to be given to BUYER/S at Closing. Taxes, rents, and association fees, if any, are to be prorated between BUYER/S and SELLER/S at Closing.

15. HOME WARRANTY:

BUYER/S ☐does ☒does not want a Home Warranty.

☐BUYER/S ☐SELLER/S shall pay the cost of a one year Home Warranty in the amount of _____ by _____.

16. COMPENSATION: Broker/s compensation due and payable at Closing per listing agreement/s.

17. DEFAULT: Should BUYER fail to carry out the terms of this Contract in accordance with the provisions contained herein, the Earnest Money shall be forfeited by BUYER and paid to SELLER as liquidated damages at the option of SELLER, provided SELLER agrees to the cancellation of this CONTRACT, or alternatively, SELLER may elect to pursue SELLER's available legal and/or equitable remedies against BUYER.

Should SELLER fail to carry out the terms of the Contract in accordance with the provisions contained herein, the Earnest Money shall be returned to BUYER, provided BUYER agrees to the cancellation of this Contract, or alternatively, BUYER may elect to pursue BUYER'S available legal and/or equitable remedies against SELLER. These could include but are not limited to items such as inspection costs, survey costs, or other validated damages.

18. ARBITRATION: Any controversy, claim, or dispute arising out of or relating to this Contract, or the breach thereof, or the transaction contemplated hereby, shall be settled by binding arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

19. RISK OF LOSS: The SELLER/S shall keep in force sufficient fire, extended coverage, and vandalism insurance on the Property to protect all interests until this sale is closed and the deed delivered, whether or not they occupy the Property.

20. DISCLAIMERS BY REAL ESTATE LICENSEES: SELLER/S and BUYER/S acknowledge that they have not relied upon any advice or representation of any real estate licensees involved in this sale relative, but not limited to, (i) the legal or tax consequences of this Contract and the sale, purchase, or ownership of the Property, (ii) the structural condition of this Property, including the condition of the roof, foundation, and basement, (iii) construction materials, (iv) the nature and operating condition of the electrical, gas, heating, air conditioning, plumbing, and water heating systems, and appliances, (v) the age and square footage of the improvement, and the size or area of the property, (vi) the availability and condition of utilities, sewer service, and septic system(s), (vii) the character of the neighborhood, (viii) the investment or resale value of the property, (ix) flood zone, (x) school zone, (xi) the interpretation or findings of any reports, including but not limited to, termite, structural, and survey, and (xii) any other matter affecting their willingness to sell or purchase the Property on the terms and price herein set forth. SELLER/S and BUYER/S acknowledge 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.

21. LEAD-BASED PAINT: BUYER/S ☐does ☒does not choose to have this property (if constructed prior to 1978) tested for the presence of lead-based paint. Said inspection to be completed within ten (10) business days of acceptance of this Contract at BUYER'S expense. If test reveals the presence of lead-based paint, SELLER/S may, but is not obligated to, remove said paint. If SELLER/S chooses not to remove said paint, BUYER/S may void this Contract and their Earnest Money will be refunded in full. This does not apply to homes built in 1978 or later. In addition, BUYER/S acknowledges receipt of the EPA/HUD pamphlet "Protect Your Family From Lead in Your Home" and the Lead-Based Paint Disclosure form signed by the SELLER/S.

22. HAZARDOUS SUBSTANCES: SELLER/S and BUYER/S expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, mold, PCB transformers, or other toxic, hazardous, or contaminated substances or gases, in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of BUYER/S. Broker(s) are not to be held responsible therefore.

23. AGENCY DISCLOSURE:

The Listing Company TrueSouth Properties is: AL Real Estate License No. _____
(Two blocks may be checked)

☒ An agent of the SELLER/S.

☐ An agent of the BUYER/S.

☐ An agent of both the SELLER/S and BUYER/S acting as a limited Consensual dual agent.

☐ Assisting the ☐BUYER/S ☐SELLER/S as a transaction broker

Licensee: Scott Sullivan AL Real Estate License No. 000101843

J.R.A. BUYER/S INITIALS

JA SELLER/S INITIALS

The Selling Company TrueSouth Properties is: AL Real Estate License No. _____
(Two blocks may be checked)
☐ An agent of the SELLER/S.
☒ An agent of the BUYER/S.
☐ An agent of both the SELLER/S and BUYER/S acting as a limited Consensual dual agent.
☐ Assisting the ☐ BUYER/S ☐ SELLER/S as a transaction broker
Licensee: scott sullivan AL Real Estate License No. 000101843

24. ENTIRE AGREEMENT: This Agreement 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, Broker, nor any sales associate will be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. This is intended to be a legally binding contract. If a party or parties do not understand the legal effect of any part of this Agreement, the party or parties should seek professional, legal and /or tax advice before signing.

25. OTHER OFFERS WHILE BUYER'S OFFER IS IN NEGOTIATION: BUYER/S hereby acknowledges that offers other than BUYER'S offer may have been made or may be made before SELLER/S acts on or while SELLER/S is considering BUYER'S offer or counteroffer. While the BUYER'S offer or counteroffer is in negotiation, and before this Agreement becomes Effective, SELLER/S hereby expressly reserves the right to reject BUYER'S offer or counteroffer or to withdraw any offer previously made by SELLER/S to BUYER/S relating to the Property, and to accept any other offer or counteroffer. THIS OFFER AND ANY COUNTEROFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO EXECUTION OF CONTRACT BY BOTH BUYER/S AND SELLER/S.

26. FACSIMILE OR COUNTERPART SIGNATURES: This Contract may be executed by either party or both parties by telecopy or facsimile and shall be binding upon the party so executing it upon receipt by the other party of the signature.

27. ELECTRONIC TRANSACTION: All parties hereby agree and consent that this Contract may be electronically transmitted and consent to the validity of electronic signatures, all in accordance with and governed by the Alabama Uniform Electronic Transaction Act.

28. ADDITIONAL PROVISIONS:

1. Closing Costs: Seller to pay real estate commission, deed prep, and prorated taxes. Buyer to assume all other costs of closing.
2. Buyer chooses to conduct no official inspection and buy property in an as is condition.
3. Seller to have septic tank pumped and inspected before closing at no additional costs to buyer.
4. Contract is contingent on buyer selling property located at 2001 Cunningham Drive, Opelika

29. TIME IS OF THE ESSENCE IN THIS CONTRACT. Both SELLER/S and BUYER/S agree to perform their duties under this Contract in a timely fashion.

30. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

31. If not signed by all parties on or before _____, this Offer shall become null and void.

Jerry R. Hornsby
BUYER Signature

DATE

Tracy Adams
SELLER Signature

DATE

4-26-2024

Jerry R. Hornsby
Print Name

Tracy Adams
Print Name

BUYER Signature

DATE

Susan Adams
SELLER Signature

DATE

4-26-2024

Print Name

Susan Adams
Print Name