



spacious land
•
Lee Co school district
•
well maintained home
•
cozy interior

ABOUT US

We are a family of 5 with a baby due in September looking for house and land to raise our children. Brandon is a veteran and an Energy Manager at Martin Army hospital on Ft. Moore. He is passionate about health and fitness and Auburn sports. Haley is a property manager, full-time mom, and passionate about her family. Aniston (13), Corbin (10) and Roman (5) are our children who are much alike but also so much different. The main goal for them now is convince us to get a cow and ducks. We think we will say yes when we move to the new place as we both love animals.

GET IN TOUCH

☎ +334-520-9466 / +334-539-8073

✉ Jenkinsair.llc@gmail.com

DEAR SELLER

We are so happy to have a chance to become new owners of your beautiful house. It has a perfect location for us as we both work in the city, so living in the country away from the hustle and bustle is our dream. The other thing that is "a must" for us is a big yard for kids and animals, so we love that your property has a spacious outside. We can already picture our family hanging out on the patio or fishing by the pond on a summer afternoon, just relaxing after a long day at work and having the best time together.

We can see that you love this place and took such good care of it. We promise to continue your work, so it keeps its glory and creates more good memories.

Thank you for taking the time to consider our offer. We look forward to hearing from you soon.

Sincerely, from our family to yours,

The Jenkins Family

PURCHASE AND SALE AGREEMENT

Offer Date: 02/04/2024

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 873 Lee Road 132

City Salem, County LEE, Alabama, Zip Code 36874

MLS Number: 168214 Tax Parcel I.D. Number: 2302040000012001

b. Legal Description: The legal description of the Property is [select one of the following below]:

- ☐ (1) attached as an exhibit hereto;
- ☐ (2) Condominium (attach Condominium Resale Purchase and Sale Exhibit)
- ☒ (3) the same as described in Deed Book 2630 Page 254, et. seq., of the land records of the above county; **OR**
- ☐ (4) Land Lot(s) of the District, Section/ GMD, Lot Block, Unit, Phase/Section of Subdivision/Development, according to the plat recorded in Plat Book, Page, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.

\$ 300,000

3. Closing Costs.

Seller's Contribution at Closing: \$ 9,000

4. Closing Date and Possession.

Closing Date shall be 03/18/2024 with possession of the Property transferred to Buyer

☒ at Closing **OR** ☐ days after Closing at o'clock ☐ AM ☐ PM

5. Holder of Earnest Money ("Holder").

Coldwell Banker KPDD

6. Closing Attorney/Law Firm. Daniel Parker / PSST&F

7. Earnest Money. Earnest Money shall be paid by ☒ check ☒ ACH ☐ cash or ☐ wire transfer of immediately available funds as follows:

- ☐ a. \$ as of the Offer Date.
- ☒ b. \$ 3,000 within 3 days from the Binding Agreement Date.
- ☐ c.

8. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 14 days from the Binding Agreement Date.

b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:

- (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
- (2) shall pay Seller additional option money of \$ by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☐ was **OR** ☒ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Buyer's Broker is Coldwell Banker KPDD **and is:**

- (1) ☒ representing Buyer as a client.
- (2) ☐ working with Buyer as a Transaction Broker.
- (3) ☐ acting as a Limited Consensual Dual Agent.

b. Seller's Broker is True South Properties **and is:**

- (1) ☒ representing Seller as a client.
- (2) ☐ working with Seller as a Transaction Broker.
- (3) ☐ acting as a Limited Consensual Dual Agent.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

11. Time Limit of Offer. The Offer set forth herein expires at 7:00 o'clock p.m. on the date 02/05/2024.

Buyer(s) Initials


02/05/24
Coldwell Banker

Seller(s) Initials



B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Alabama will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Alabama property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Holder of Earnest Money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. Earnest Money.

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Party identified as "Holder" will hold the earnest money in trust until this contract has been accepted and bound by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Holder, cash shall be deposited immediately. In the event Buyer fails to carry out and perform to the terms of this contract, the earnest money shall be forfeited as liquidated damages at the option of the Seller, provided Seller agrees to the cancellation of this Contract. In the event the Buyer or Seller claim the Earnest Money without the agreement of the other party, the Holder of the earnest money, in accordance with Alabama Real Estate License Law Rule: 790-X-3-03(4)(5), the Broker must either retain the earnest money until there is a written agreement among the parties or interplead the disputed portion of the earnest money into court. The broker shall be entitled to deduct from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel agreement if the earnest money check is rejected by the financial institution.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. This right to enter shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Alabama at www.dea.gov.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Alabama Violent Sex Offender Registry available on the Alabama Bureau of Investigation Website at www.gbi.Alabama.gov.**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Alabama law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

- (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- f. **Square Footage:** Seller agrees to make a good faith effort to accurately represent material facts about the property such as the square footage or acreage of the property. In the event that a variance greater than 10% is discovered between the advertised square footage or acreage, prior to closing, within 3 days of the discovery of the variance, Buyer shall have the right to a) further negotiate the terms of the agreement; or (b) terminate the agreement without forfeiture of earnest money.
9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.
10. **Brokerage Relationships in this Transaction.**
- a. **Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) **Limited Consensual Dual Agency:** Limited consensual dual agent is an agent/broker of both the buyer and the seller. This may be done only with written, informed consent by all parties. The agent must be loyal and faithful to all clients, except where the duties owed to the clients conflict with one another.
- (3) **Transaction Broker:** A transaction broker assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.
- b. **Brokerage:** Seller has agreed to pay Seller's Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Seller Brokerage Engagement Agreement"). The Seller's Broker has agreed to share that commission with the Buyer's Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.
- c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Alabama Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).
11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.

- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. **Real Estate Forms:** Coldwell Banker – KPDD issues certain standard real estate forms. These forms are frequently provided to the parties in real estate transactions. No party is required to use any specific CB-KPDD form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any form, he or she should consult an attorney. Provisions in the Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our Forms, as written. No representation is made that the Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the forms may only be used with permission of Coldwell Banker - KPDD. While forms may be modified by the parties, no form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Alabama. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Alabama. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filing in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
- m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- n. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Alabama real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

- 6. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

- 7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Alabama; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

9. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ All Cash Sale Exhibit " _____ "
- ☐ Back-up Agreement Contingency Exhibit " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit " _____ "
- ☐ Community Association Disclosure Exhibit " _____ "
- ☐ Condominium Resale Purchase and Sale Exhibit " _____ "
- ☐ Conventional Loan Contingency Exhibit " _____ "
- ☐ FHA Loan Contingency Exhibit " _____ "
- ☒ Lead-Based Paint Exhibit " B "
- ☐ Lease Purchase and Sale Exhibit " _____ "
- ☐ Lease for Lease/Purchase Agreement " _____ "
- ☐ Legal Description Exhibit " _____ "
- ☐ Loan Assumption Exhibit " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit " _____ "
- ☐ Survey of Property as Exhibit " _____ "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit " _____ "
- ☐ USDA-RD Loan Contingency Exhibit " _____ "
- ☒ VA Loan Contingency Exhibit " A "
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Termite Letter: No later than ten days prior to closing, Seller shall provide Buyer, at Seller's expense, with an Official Alabama Wood Infestation Report from a licensed Alabama pest control operator dated subsequent to the Binding Agreement Date which covers all dwellings, outbuildings, and garages located on the Property. If the Report reveals any active infestation from termites or the other wood-destroying organisms, Seller agrees to have the termite company issuing the Report treat the infestation and repair any related damage, at Seller's expense, in accordance with the standards set forth by the Alabama Department of Agriculture.

Home Warranty: At closing, Seller agrees to provide a Supreme Buyer's Protection Plan Home Warranty issued by 2-10 Home Warranty Co. at a cost to the Seller of \$740. The term of the Home Warranty shall be for at least one year from the date of closing.

Septic Letter: Seller shall obtain and pay the fee associated with obtaining a septic system clearance letter. Such a letter shall provide that pumping and inspection of the septic system have been conducted by an Alabama-licensed septic system company and shall provide the results of such pumping and inspection. Inspection and pumping shall be dated subsequent to the binding agreement date. In the event repairs are required, the seller agrees to complete repairs such that the septic system is in operable condition.

☐ Additional Special Stipulations are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Brandon Jenkins

dotloop verified
02/04/24 6:02 PM EST
6ABH-B7TN-MX9T-DD9Q

1 Buyer's Signature

Brandon Jenkins

Print or Type Name

02/04/2024

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

jenkinsairllc@gmail.com

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Coldwell Banker KPDD

Buyer Brokerage Firm

Cassie Fuller

dotloop verified
02/04/24 5:03 PM EST
WIGI-2Y8S-ZD14-QM9C

02/04/2024

Broker/Affiliated Licensee Signature

Date

Cassie Fuller

Print or Type Name

391356

AL Real Estate License #

706-573-7098

Licensee's Phone Number

Fax Number

cassie.fuller@kpdd.com

Licensee's E-mail Address

CBOR & EABOR

REALTOR® Membership

5670 Whitesville Road, Columbus, GA 31904

Broker's Address

706-256-1000

Broker's Phone Number

Fax Number

37

MLS Office Code

58324

Brokerage Firm License Number

Seller Acceptance and Contact Information

1 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page is attached.

Seller's Broker/Affiliated Licensee Contact Information

Seller Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Scott Sullivan

Print or Type Name

AL Real Estate License #

Licensee's Phone Number

Fax Number

scott@truesouth.com

Licensee's Email Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____

and has been filled in by _____.

VA Loan

Exhibit “ A ”

This Exhibit is part of the Agreement with an Offer Date of 02/04/2024 for the purchase and sale of that certain Property known as: 873 Lee Road 132,
Salem, AL, Alabama 36874

The loan contingency set forth in the Purchase and Sale Agreement is further conditioned as being a VA loan.

1. Application: Buyer shall have 7 days from Binding Agreement Date to apply for a Veterans Administration (VA) Loan or Loans as described below and to deliver to Seller a Good Faith Estimate meeting current HUD guidelines or a letter from a lender showing that the buyer(s) has made application for a loan to purchase the above referenced property.

(Select those that apply. Any box not selected shall not be part of this agreement)

☒ **A. First Mortgage (promissory note secured by first priority security deed)**

Loan Amount: 100 percent (%) of the purchase price of Property

Term: 30 years

Interest rate: 6.5 percent (%) per annum (or initial interest rate if interest rate adjusts)

Rate Type: ☒ Fixed Rate Mortgage ☐ Adjustable Rate Mortgage ☐ Interest Only Mortgage

☐ **B. Second Mortgage (promissory note secured by second priority security deed)**

Loan Amount: _____ percent (%) of the purchase price of Property

Term: _____ years

Interest rate: _____ percent (%) per annum (or initial interest rate if interest rate adjusts)

Rate Type: ☐ Fixed Rate Mortgage ☐ Adjustable Rate Mortgage ☐ Interest Only Mortgage

2. Financing Contingency. Buyer shall have 14 days from the Binding Agreement Date (“Financing Contingency Period”) to determine if Buyer has the ability to obtain the institutional mortgage loan(s) described above. Buyer shall be deemed to have the ability to obtain such Loan(s), the financing contingency shall be satisfied and the Agreement no longer subject to a financing contingency unless prior to the end of the Financing Contingency Period, Buyer causes to be delivered to Seller a letter from an institutional mortgage lender licensed to do business in Alabama denying one or both of the above-described Loan(s) which letter is based upon the lender’s customary and standard underwriting criteria (“Loan Denial Letter”). The Loan Denial Letter may not be based upon any of the following:

- (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close;
- (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement);
- (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively “Required Information”). Buyer may during the Financing Contingency Period terminate this Agreement without penalty if Buyer notifies Seller of Buyer’s decision to terminate and provides Seller with the Loan Denial Letter meeting the requirements herein.

3. The VA Funding Fee shall be paid as follows: (Select one)

☐ **A. In full at closing by** _____

☐ **B. Added to the loan amount and financed.** (If this box is checked, then the term “loan amount” as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the VA Funding Fee so financed; the monthly payments will increase accordingly.)

☒ **C. No VA Funding Fee required for this veteran per the Certificate of Eligibility.**

4. Seller shall pay the following lender fees: Tax Service Fees.

(These costs ☒ are **OR** ☐ are not included in any closing costs that Seller may have agreed to pay in accordance with the Seller's Contributions towards Closing Costs.

5. Any repairs required in the VA Certificate of Reasonable Value shall be completed and paid for by Seller prior to closing, provided such repairs do not exceed \$ 1,000 _____ in total costs.

6. Seller shall pay the cost of any lender-imposed inspections of the septic tank and/or well systems.

7. If the improvements on Property are less than one year old at the time of closing, Seller shall, if required by VA, provide a home warranty certificate acceptable to VA.

8. Buyer and Seller agree that VA may require public water and/or public sewer to be connected to the property if it is available at the street, but not currently connected on the property. If the VA requires such connection(s), the Seller agrees to pay an amount not to exceed One Thousand Dollars _____ US Dollars (\$1,000.00 _____) to cover the costs of connection to be made prior to closing. However, Seller shall not be obligated to complete connection costing in excess of the above referenced amount and shall have the right, but not the obligation, to terminate this agreement if connection costs exceed the agreed upon amount, or Seller may waive their right to terminate and complete connection prior to closing as described above. At the time of closing, Seller shall provide certification from the proper authority that property is connected to and serviced by the public system.

9. Seller, Buyer, and Broker (and its Affiliated Licensees) certify that the above referenced Purchase and Sale Agreement is true and complete to the best of our knowledge and fully represents the transaction between them. No agreements exist outside this Purchase and Sale Agreement, and any agreements made from this date until closing, shall be revealed to lender.

10. Buyer and Seller certify that (*select one*):

- ☒ This is an arm's length transaction as there is no relationship between the Buyer and Seller
☐ This is not an arm's length transaction because _____

11. APPRAISAL PROVISIONS:

A. VA Amendatory Clause: It is expressly agreed that notwithstanding any other provisions of the Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$300,000 _____. Buyer shall have the privilege and option to proceed with consummation of the Contract without regard to the amount of the appraised value. The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. NOTICE: The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in the Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is not required.

B. Procedure in the event of a low appraisal: In the event that the written statement setting forth the appraised value of the Property (the "Written Statement") indicates a value less than the sales price, Buyer shall Deliver Notice to Seller stating either (1) that Buyer Elects to proceed to settlement at the sales price in the Contract; or (2) requesting that Seller change the sales price to a specified lower amount of not less than the appraised Value ("Buyer's Notice"). Buyer's Notice shall include a copy of the Written Statement. In the event Buyer's Notice requests a price reduction, Notices delivered subsequent to the delivery of Buyer's Notice shall be treated as follows:

WITHIN 3 DAYS AFTER NOTICE DELIVERY FROM ONE PARTY, THE OTHER PARTY MAY:

- 1) Deliver notice accepting the terms contained in the other party's notice; **OR**
- 2) Deliver notice continuing negotiations by making another offer; **OR**
- 3) Deliver notice that this Contract shall become void at 9:00 p.m. on the Third Day following Delivery, unless the recipient delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS OF NOTICE DELIVERY WILL RESULT IN THIS CONTRACT BECOMING VOID.

12. The terms outlined in this exhibit shall control over all other provisions set forth in this agreement or other exhibits.

Brandon Jenkins
dotloop verified
02/04/24 6:02 PM EST
ITSW-YXDO-GMBS-RV9K

Buyer's Signature

Brandon Jenkins

Print or Type Name

Seller's Signature

Print or Type Name

Buyer's Signature

Print or Type Name

Seller's Signature

Print or Type Name

Coldwell Banker KPDD

Selling Broker

TRUESOUTH PROPERTIES

Listing Broker

By: *Cassie Fuller*
dotloop verified
02/04/24 5:09 PM EST
BDZU-UNQI-R2JI-1JNA

Broker or Broker's Affiliated Licensee

Cassie Fuller

Print or Type Name

By:

Broker or Broker's Affiliated Licensee

Scott Sullivan

Print or Type Name



Congratulations, Brandon

You've been preapproved with Veterans United Home Loans — The Nation's **#1 VA Lender** for homebuyers!
Below is your ticket to buying your next home.

Our mission is world-class service. We exist to serve our Veterans, communities and you with incredible commitment and care. It's why more Veteran homebuyers have chosen Veterans United than any other VA lender for the last seven years.

To the sellers: Brandon is ready to buy your home. We've checked their income, assets, and credit. They've put in the work and we're confident they are the right buyer for you.

To the agents: Veterans United Loan Officer Chris Lippmann leads Brandon's homebuying team. They're always a quick call away for any questions you may have. And since we do all of our underwriting in-house, you'll never be left wondering where things are at.

VA HOME LOAN | 30-YEAR FIXED RATE

Brandon Jenkins is preapproved for \$310,000.

📍 6767 Mullins Stroud Rd , Smiths Station, AL 36877

Your Dedicated Loan Team



Chris Lippmann

★★★★★ 158 Reviews

Loan Officer NMLS #1943520

[VU.com/LO/Chris-Lippmann](https://veteransunited.com/LO/Chris-Lippmann)

Chris's Personal Cell

[314-660-0482](tel:314-660-0482)

Call Loan Team

[800-814-1103](tel:800-814-1103) 2754

Email

Chris.Lippmann@veteransunited.com

Preapproval issued 01/23/2024. Any changes to income, assets, or credit could affect the preapproval. Other conditions specific to this loan include:

- Acceptable appraisal to support the value on signed purchase agreement
- Acceptable title policy
- Acceptable flood certification
- Clear termite inspection
- Final Underwriting Approval
- Acceptable VA Issued Certificate of Eligibility

Lead Base Paint Exhibit

“ B ”

This Exhibit is part of the Agreement with an Offer Date of 02/04/2024 for the purchase and sale or lease of that certain property known as 873 Lee Road 132, Salem, AL 36874

Lead-Based Paint Warning Statement

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

Seller’s/Lessor’s Disclosure (INITIAL)

--	--

(a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):

- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**CHECK ONE BELOW**):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer’s/Lessee’s Acknowledgement (INITIAL)

<i>BJ</i>	
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(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (**CHECK ONE BELOW**):

- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Listing Broker/Licensee Acknowledgement (INITIAL)

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(f) Broker/Licensee has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852(d) and is aware of Broker/Licensee responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

--

Seller

<i>Brandon Jenkins</i>	dotloop verified 02/04/24 6:03 PM EST TXHQ-CEXS-SRGJ-F9GH
------------------------	---

Buyer

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Seller

--

Buyer

--

Listing Agent

<i>Cassie Fuller</i>	dotloop verified 02/04/24 5:10 PM EST ASVY-WXQW-SBHI-GQIL
----------------------	---

Selling Agent

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.