

TX SUPERIOR

TX SUPERIOR DISTRIBUTORS, INC. Vol 21 Page 1395-A  
4215-D Stuart Andrew Blvd.  
Charlotte, North Carolina 28217  
(704) 522-6294

CONTRACT

9-25-88  
Date

Name Judith L. Durham  
Located at No. 35 E St. Queenville, SC 2935-8381  
(Street) (City) (State)

I (We), the OWNER, agree to pay you the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

as follows: \$ 0 upon signing of this agreement

as follows: \$ 0 upon starting of work

Upon completion of said work I (We) further agree to pay the sum of \$ 9600<sup>00</sup> or finance \$ 9600<sup>00</sup>  
or payable in 12 consecutive monthly installments of \$ 1167<sup>13</sup> each. First payment due 45 days after  
Completion

Specifications for Material and Labor

To be applied (or furnished) for constructed to following areas:

- 1) Remove rotten wood where needed.
- 2) Wrap exterior walls 1/4 inch foam core.
- 3) Install new Alside 5 inch Vinyl Siding (Color beige) Complete home
- 4) Cover Complete overhang in Vinyl Soffit with Alum. Fascia (Color Brown)
- 5) Add 1x4's to front porch ceiling & add 1x4's to porch rafters. Install Blown soffit in Vinyl
- 6) Cover front porch beam window frame. Use fascias in Brown P.V.C. Alum.
- 7) Install 3 custom made Alum Siding storm doors (Color Bronze)
- 8) Install 2 porch sites & 2 gal Brown paint N/O
- 9) 2 gallons white 1/4" NO OTHER WORK TO BE DONE UNLESS IN WRITING every day.

Upon completion of above work, all undersigned agree to execute and deliver to contractor, their joint note in accordance with his (their) obligation and a completion certificate as requested by the contractor. Upon refusal to do so, contractor may at its option declare entire contract price or so much as then remains unpaid immediately due and payable.

It is further agreed that this contract may be assigned by contractor, and also that the obligations hereof shall bind and apply to the heirs, successors or estates of the parties.

TX SUPERIOR DISTRIBUTORS, INC. does not pay money or any compensation for referrals.

All unused materials shall, under any conditions remain the title and property of contractor. All materials delivered by the contractor to above premises, shall be stored and safely kept by the owner(s) and no rental or storage charges therefore shall be made or assessed by owner(s). Owners agree to pay extra for work not mentioned in specifications.

It is understood the Contractor shall not be liable for any unavoidable damage to trees, shrubs, flowers, grass, or fences.

PROVISO: This contract shall be void and of no effect if credit approval of owner(s) is refused.

There are no representations, guarantees or warranties, except such as may be herein incorporated, if any, nor any agreements collateral hereto, nor is this contract dependent upon or subject to any conditions not herein stated. Any subsequent agreement in reference hereto shall be binding only if in writing and signed by all parties.

Receipt of a copy of this contract is hereby acknowledged and it is further acknowledged by the undersigned that the foregoing provisions have been read and the contents thereof understood and that no representation or agreement not herein contained shall be binding upon the parties and that all of the agreements and understandings of said parties are contained herein.

The contract contains the entire agreement between the parties and may not be altered except in writing, signed by a Corporate Officer of TX Superior Distributors, Inc. There are no representations, oral or written, except as set forth herein. This contract is subject to final appraisal by TX Superior Distributors, Inc. within sixty (60) days from signing said contract by Buyer and receipt by Contractor.

IN WITNESS WHEREOF the parties have hereunto signed their names this 25<sup>th</sup> day of Sept, 19 88

TX SUPERIOR DISTRIBUTORS, INC.

[Signature]  
Company Representative  
Corporate Officer

Signed Judith L. Durham  
Owner  
Signed Jane B. Babb  
Owner

PERSONALLY appeared before me A.D. DePalma, who, after being duly sworn, states that he is an officer of TX Superior Distributors, Inc., a South Carolina Corporation, that he is familiar with the foregoing account and knows it to be true and correct; that Judith L. Durham, does owe to TX Superior Distributors, Inc., the sum of \$9,600.00, plus a reasonable attorney's fee, no part of which is subject to any offset or credit except as is set forth here and above.

SWORN to before me this 18th day of October 1988

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 7-6-97