

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF:

REBEKAH DAVIDSON-GRAVOIS,  
deceased

CASE NO. PR-2013-000909

ORDER APPROVING SALE  
OF REAL PROPERTY

This cause came before the Court on petition of the Personal Representative(s), **WAYNE T GRAVOIS**, for an order authorizing the sale of, decedent's real property located at:

204 Old Brook Court, Birmingham, Alabama 35242; Lot 44, according to the Survey of Old Brook Place, as recorded in Map Book 19, Page 41, in the Probate Office of Shelby County, Alabama.

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner(s) herein, and all interested parties having consented or having received proper notice to such sale;


It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit A" be approved. Petitioner(s) is/are authorized to execute any and all documents necessary for the execution and completion of said sale.

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ORDERED to report the completion of said sale within thirty (30) days.


Costs of court are hereby taxed against the estate of **REBEKAH DAVIDSON-GRAVOIS**.

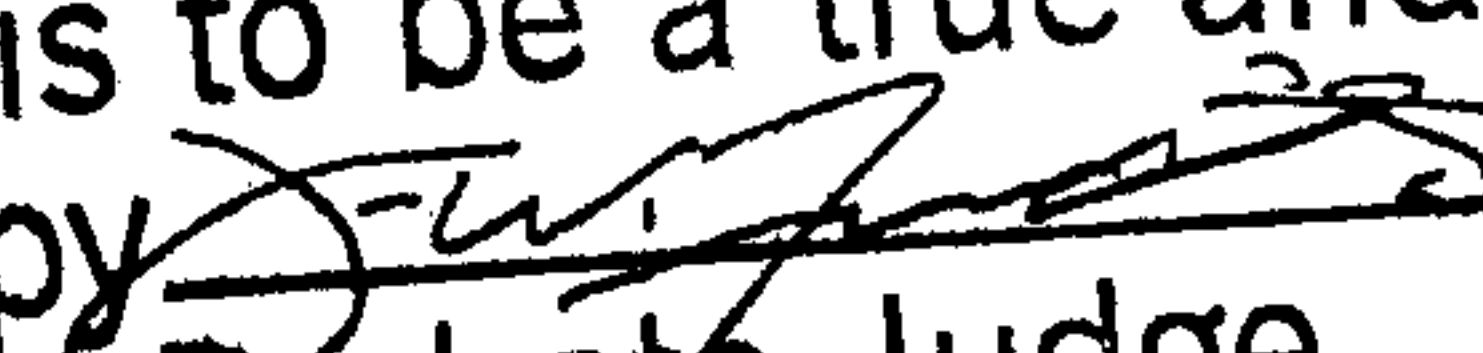
DONE and ORDERED this the 11th day of October, 2016.



JAMES W FUHRMEISTER  
JUDGE OF PROBATE

cc: MICHAEL TATCHISON ESQ.  
PATRICK RUBEN DAVIDSON-GRAVOIS  
COMENITY CAPITAL BANK C/O ASCENSIONPOINT RECOVERY SERVICES LLC

  
20161110000415250 1/10 \$42.00  
Shelby Cnty Judge of Probate, AL  
11/10/2016 10:50:42 AM FILED/CERT

I certify this to be a true and  
correct copy   
10-12-16 Probate Judge  
10 pages Shelby County



## General/Financed Contract

Date SEPTEMBER 9, 2016

The undersigned Buyer(s) LINDA MULLALLY  
(Print Name)  
hereby agree(s) to purchase, and the undersigned Seller(s) Estate of Rebekah Davidson Gravis  
(Print Name)  
hereby agree(s) to sell the following described real estate, together with all improvements,

shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of BIRMINGHAM  
County of SHELBY, Alabama, on the terms stated below:

Address: 204 OLD BROOK CT Zip Code 35242

Legal Description: Lot 44 Block \_\_\_\_\_ Survey \_\_\_\_\_

Map Book 19 Page 041 Or complete parcel ID 09-3-05-0-005-044.000

Buyer and Seller acknowledge, in the event this contract is cancelled or not closed, fees or costs paid in advance may be non-refundable.

1. THE PURCHASE PRICE SHALL BE \$ 187,000  
Earnest Money \$ 2,000

(A) FINANCING: (Check as applicable)

☐ (1) Buyer will pay cash or obtain a loan for the property with no financing contingency.

☒ (2) This contract is contingent on Buyer obtaining approval of a ☒ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Alabama Housing Finance Authority Bond OR ☐ Other

loan in the amount of \$ \_\_\_\_\_ or 80 % of the purchase price (excluding any financed loan costs) at the prevailing interest rate and loan costs. Attach the FHA/VA Amendatory clause if required.

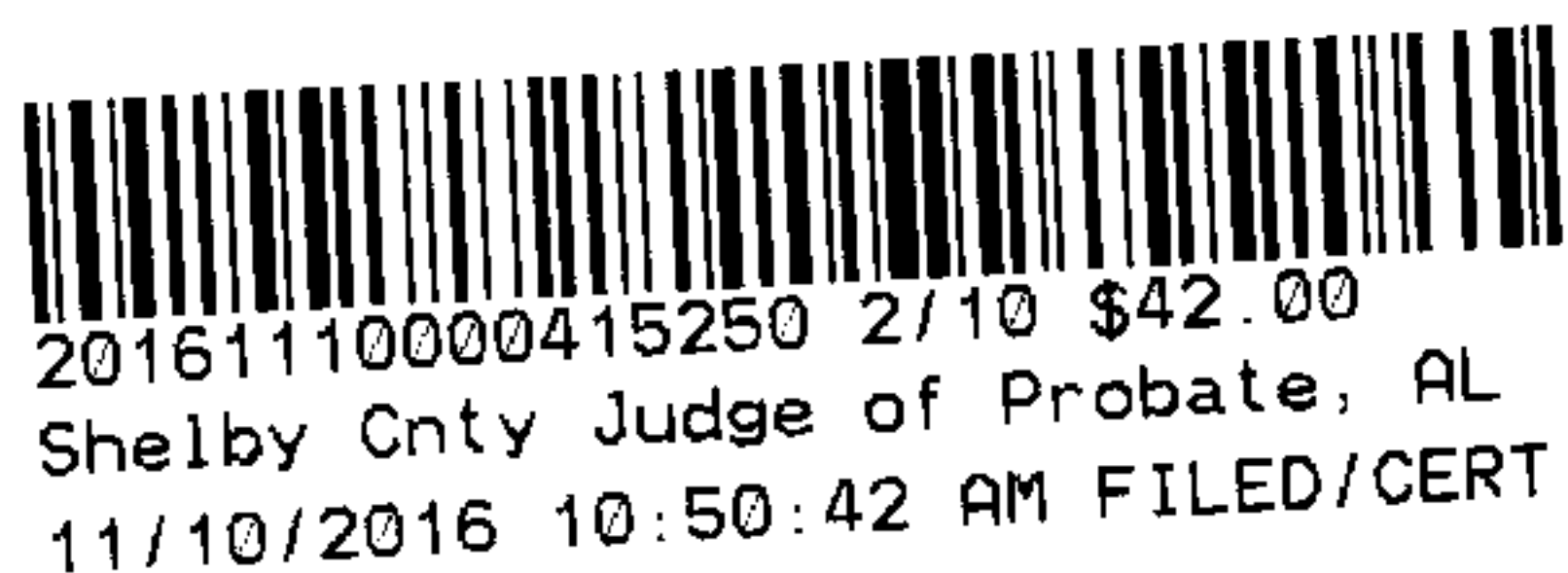
Buyer will apply for financing within 5 days from finalized date (5 days if not specified) and will provide any and all credit, employment, financial and other information required by the lender.

Either party may cancel this contract if Buyer, after using diligence and good faith, cannot obtain the financing as specified above. In this event, upon the execution of a mutual release by the buyer and seller, all earnest money shall be promptly refunded. If the purchase price exceeds the appraised value Buyer may elect to cancel this agreement and the earnest money shall be promptly refunded upon execution of a mutual release or Buyer and Seller may renegotiate the sales price.

(B) LENDER REQUIRED REPAIRS: If Lender requires any repairs to the property as a condition of Buyer's loan approval, and the Seller declines to pay for the required repairs, then the Buyer may cancel this contract and all earnest money will be refunded upon the execution and delivery of a mutual release. Seller agrees, if Buyer elects to cancel the Contract due to Seller's election not to pay any repairs required by Buyer's lender and, as a result, Buyer elects to cancel the Contract, to execute a mutual release authorizing the return of the Earnest Money to Buyer promptly upon receipt of the Notice of Cancellation and mutual release.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: Seller agrees to pay \$ 5,000 of Buyer's closing costs and/or prepaid expenses excluding Seller's half of the settlement fee and title insurance cost.

2. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 10/26, 2016. Possession is to be given at closing if the property is then vacant; otherwise, possession shall be delivered on 10/26 at 2:00 PM. In the event Seller retains possession of the property beyond the day of closing Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the property shall be in the same condition as of the day of closing. This provision shall survive the closing and delivery of the deed.





3. **EARNEST MONEY & BUYER'S DEFAULT:** In the event an offer or counteroffer is not accepted, the earnest money shall be returned to Buyer without a signed release. Seller and Buyer hereby direct the Listing Broker to hold the earnest money until this contract has been accepted and signed by all parties (finalized date), at which time the earnest money shall be promptly deposited into its escrow account. In the event the title is not insurable pursuant to Section 5 of the Contract, or if the terms of purchase are contingent upon Buyer's ability to obtain lender approval, or if other contingencies as specified herein cannot be met, this earnest money deposit is to be refunded. In the event the sale does not close, a separate mutual release signed by all parties to this contract will be required before any Earnest Money will be disbursed.

In the event either Buyer or Seller claim the Earnest Money without the agreement of the other party, the holder of the escrowed funds, in accordance with Alabama Real Estate License Law Administrative Section 790-X-3-.03 (4) (5) must either retain the escrowed funds until there is a written agreement among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel this agreement if the Earnest Money check is rejected by the financial institution. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this contract, or alternatively, Seller may elect to retain such deposits and pursue his legal or equitable remedies if any hereunder against Buyer.

4. **AGENCY DISCLOSURE:**

The Listing Company is: REALTY SOUTH. COM  
(Two blocks may be checked)

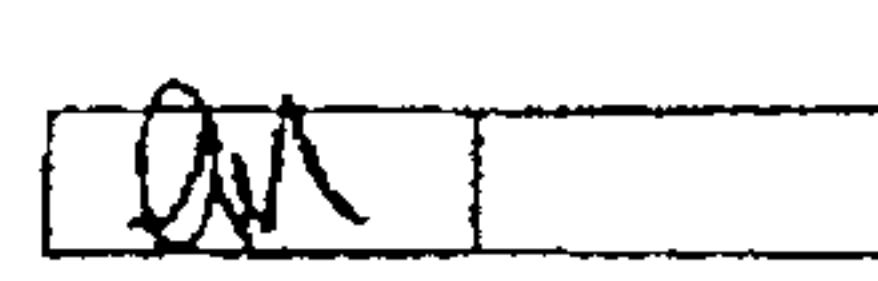
- ☒ An agent of the seller  
☐ An agent of the buyer  
☐ An agent of both the seller and buyer, and  
is acting as a limited consensual dual agent  
☐ Assisting the ☐ buyer ☐ seller as a transaction broker



Seller(s) Initials

The Selling Company is: RE/MAX SO. HOMES  
(Two blocks may be checked)

- ☐ An agent of the seller  
☒ An agent of the buyer  
☐ An agent of both the seller and buyer, and  
is acting as a limited consensual dual agent.  
☐ Assisting the ☐ buyer ☐ seller as a transaction broker

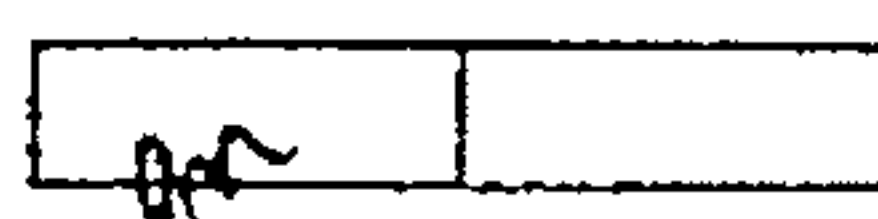


Buyer(s) Initials

5. **TITLE INSURANCE:** Seller agrees to furnish Buyer a standard ALTA form Owner's Title Insurance Policy from a title insurer licensed and authorized to issue title insurance policies in the State of Alabama in the amount of the purchase price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Sections 6 and 8 below; otherwise, the Earnest Money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property. The title insurance to be ordered by: ☒ Listing Agent ☐ Selling Agent.



Seller(s) Initials



Buyer(s) Initials

6. **SURVEY:** Buyer ☒ does ☐ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. Available information indicates that the property ☐ is ☒ is not located in a flood plain, but this will be confirmed by a flood plain certification and/or the surveyor's statement in the survey which is the responsibility of Buyer. Further, unless otherwise agreed herein, the property is purchased subject to utility easements, residential subdivision covenants and restrictions if any, and building lines of record if any. It is the responsibility of Buyer to determine, prior to closing of this contract, whether or not the foregoing or other matters revealed by the survey or title insurance commitment, materially impairs the use of the property for Buyer's intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense. (NOTE: Lender or title insurer may require a survey.) RE/MAX Southern Homes recommends a new survey on all purchases. SELLER TO PROVIDE EXISTING SURVEY IF AVAILABLE

7. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, homeowners association and/or condominium association dues, fire district, library district or other dues/fees, if any, are to be prorated between Seller and Buyer as of the date of delivery of the deed. Unless otherwise agreed herein, all ad valorem taxes, except municipal, are presumed to be paid in arrears for the purposes of proration: municipal taxes, if any, are presumed to be paid in advance. Seller represents and warrants that the Property ☒ is ☐ is not currently subject to Class III residential property tax classification. If Seller states property is classified as Class III Property and this representation is in error, Seller will reimburse to Buyer any additional property tax which is in excess of that which would be due had the property been classified as Class III property for the current tax year. This obligation will survive the closing and delivery of the deed.





8. **CONVEYANCE:** Seller agrees to convey the property to Buyer by ☒ General, or ☐ Statutory/Special warranty deed (General Warranty Deed if neither box is checked) free of all encumbrances except as permitted in this contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be satisfied at the time of closing from the sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller, utility easements, subdivision covenants and restrictions and subject to present zoning classification RESIDENTIAL. Check here ☐ if Buyer desires title as joint tenants with right of survivorship.

9. **HOME WARRANTY:** Subject to limitations, exclusions, and deductibles, Buyer ☒ does ☐ does not require a Home Warranty Policy effective for one year from date of closing to be paid by ☐ Buyer ☒ Seller at cost not to exceed \$ 650. Home Warranty to be ordered by ☐ Listing agent ☒ Selling agent.

10. **NECESSITY OF INSPECTIONS:** Buyer acknowledges and agrees that Alabama law imposes a duty on Buyer to thoroughly inspect a property, for defects or otherwise, in accordance with the terms of this contract and prior to closing the sale. Buyer further acknowledges and agrees that Buyer is aware that professional inspection services and/or contractors may be engaged for this purpose and that RE/MAX Southern Homes and its sales associates strongly recommend the use of such professionals but endorse none of them. In fulfilling these duties Buyer acknowledges that RE/MAX Southern Homes advises against utilizing previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller. Buyer understands and agrees that RE/MAX Southern Homes and its sales associates do not possess the expertise to determine the condition of a property, and therefore, Buyer will not rely on any statements or omissions made by RE/MAX Southern Homes or its sales associates regarding the condition of a property. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, (subject to Seller's obligations under Section 2 of this Contract, pertaining to Seller's post-closing occupancy of the Property, if any) all conditions of the property are the responsibility of Buyer.

11. **CONDITION OF PROPERTY:** Neither Seller nor Broker nor any Sales Associate makes any representations or warranties regarding condition of the Property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including but not limited to, including, but not limited to general home inspection, sewer lines inspection, structural inspection, radon testing, EIFS inspection, HVAC inspection, drywall, and/or lead based paint inspection, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the school districts for the subject property; the presence of Chinese dry wall; the size and area of the property; construction materials and workmanship; the proper construction of any improvements located upon the Property; structural condition; utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus (Wood Infestation Report); Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood. Buyer shall have the obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections, if any, until closing. NOTE: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections (for which repairs may be required). **THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.**

(A) **SALE OF PROPERTY NOT CONTINGENT UPON INSPECTIONS:** Buyer agrees to accept the property in "AS IS" condition. Seller gives no warranties on any systems or appliances being in good working order either now or at the time of closing and in consideration for this price, Buyer accept total responsibility for all repairs, improvements, and/or defects in the property. This provision does not apply to warranties of title to the Property evidenced by the Warranty Deed delivered to Buyer pursuant to Section 8 of this Contract.



Seller(s) Initials



Buyer(s) Initials

(B) **SALE OF PROPERTY CONTINGENT UPON INSPECTIONS:** Buyer reserves the right to conduct any inspections of the Property either personally or through others of Buyer's choosing at Buyer's expense, for a period of 7 days (the "Inspection Period") from the Agreement Acceptance Date. Buyer and Seller acknowledge that wood infestation, septic inspections and survey do not fall under the time frames of paragraph 11. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until time of closing.



Seller(s) Initials



Buyer(s) Initials



- (1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this contract or (b) request that Seller correct the unsatisfactory conditions or (c) request a reduction of sales price and accept the property "as is". Buyer shall exercise either option by written notice delivered to Seller within 3 days (Three (3) days if blank) after the inspections have been completed and inspection reports have been received by Buyer or Buyer's agent.
- (2) If Buyer elects to terminate this contract as a result of any of the Buyer's inspections, Seller agrees to promptly sign the mutual release directing the return of Buyer's earnest money to Buyer.
- (3) If Buyer instead requests Seller to correct unsatisfactory conditions, Seller shall respond to Buyer by written notice within 2 days (Two days if blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions. If Seller elects not to correct the unsatisfactory conditions, or if no response is received from Seller within said period, Buyer may elect either (a) to terminate this contract by written notice of cancellation to the Seller and recover the earnest money, or (b) to waive in writing the request for correction of unsatisfactory conditions and proceed to close the sale.
- (4) It shall be conclusively deemed acceptance of the property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing of any unsatisfactory conditions or fails to notify Seller in writing of his election to terminate this contract as herein provided.



Seller(s) Initials



Buyer(s) Initials

NOTE: "Ordinary wear and tear," as used in "B" above shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

**12. WALK-THROUGH INSPECTION:** Buyer has the obligation to conduct a walk-through to inspect the Property prior to closing to determine if the items to be repaired by Seller under Section 11(B) have been satisfied. If Buyer determines any of the following: (a) a condition under Section 11(B) has not been satisfied; (b) systems as described in the "NOTE" portion of Section 11 are not functioning; or (c) new defects have arisen since Buyer's acceptance of property under Section 11(B), then Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the contract and recover the earnest money, or elect to pursue any remedies that the Buyer may have at law or equity for Seller's alleged breach of Seller's obligations under the Contract.

Buyer shall be required to sign a final PRE-CLOSING INSPECTION OF PROPERTY, indicating that the Property is acceptable and that all terms of Section 11(B) have been satisfied unless otherwise noted on form. If Buyer fails to conduct this walk-through inspection, Seller's obligations will be deemed fulfilled. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing all conditions of the property are the responsibility of the Buyer subject to Seller's post-closing occupancy obligations, if any, under Section 2 of this Contract.



Seller(s) Initials



Buyer(s) Initials

**13. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:**

**(A) SEWER/SEPTIC SYSTEMS:**

Seller represents that property ☒ is ☐ is not connected to municipal or private sewer disposal system and all sewer charges, including service, impact and connection fees have been paid. Seller represents that the property ☐ is, ☒ is not connected to a septic tank waste disposal system. If property is on a septic tank system, Buyer ☐ does ☒ does not require a septic system cleaning and inspection at Buyer(s) expense. RE/MAX Southern Homes recommends that Purchaser have the septic tank system inspected by a professional. The representations made by Seller in this Section 13(A) shall survive the closing and delivery of the deed.



Seller(s) Initials



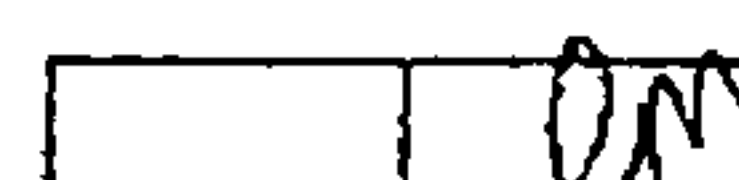
Buyer(s) Initials

**(B) TERMITE AND/OR WOOD INFESTATION/FUNGUS:**

**(1) CONTRACT:** Buyer ☒ does ☐ does not require a termite contract. If a contract is required and Seller has an existing transferable contract, the contract may be transferred at ☒ Seller's expense ☐ Buyer's expense. If a new contract is required, the cost shall be at ☒ Seller's expense ☐ Buyer's expense. RE/MAX Southern Homes makes no representations as to the terms or conditions of the termite contract.



Seller(s) Initials



Buyer(s) Initials

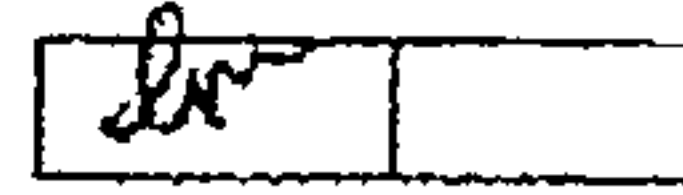




(2) **WOOD INFESTATION REPORT:** Buyer ☒ does ☐ does not require a wood infestation report. If required by Buyer, Lender, or Termite Company, the cost of a wood infestation report shall be at Buyer's expense.



Seller(s) Initials



Buyer(s) Initials

(C) **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** Lead-based paint and/or lead-based paint hazard disclosure is required for property built on or before 1978. Property ☐ was ☒ was not built prior to 1978 and addendum signed by Sellers and Buyers is attached.

**14. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE:** That RE/MAX Southern Homes, its officers, directors, employees, brokers, and sales associates shall not be held responsible or liable for any obligations or agreements that Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the passing of any information to or from Buyer or Seller and, agree to discharge and release RE/MAX Southern Homes, its officers, directors, employees, brokers, and sales associates from any claims, demands, damages, actions, causes of actions or suit at law arising from the sale of said property and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos; the school districts for the subject property; the presence of Chinese dry wall; the presence of arsenic in treated wood; the presence of toxic mold; the size and area of the property; workmanship or construction materials, including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the property; pending condemnation proceedings, subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; existence of, or damage from, wood destroying insects and/or fungus; property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder developer or the future insurability of the property; or the compliance of the builder or developer under any builder/developer warranty; builders, developers or Seller's compliance with any covenants and restrictions affecting the Property, appurtenances thereto or any related mortgage terms and conditions.

**15. SELLER WARRANTIES** that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, pending condemnation proceedings, repairs, replacements, or alterations to the property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on or affecting Property, or for labor or materials furnished to the Property the property except as described in this contract. These warranties shall survive the closing and delivery of the deed.

**16. RISK OF LOSS:** If the property is destroyed or materially damaged between the date hereof and the closing, the Buyer shall have the option of canceling this contract and recovering the earnest money, provided that the notice of cancellation is delivered to Seller or Seller's agent prior to closing, or accepting the property in its damaged condition. If Buyer elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer. It is Buyer's responsibility to ensure that Buyer has procured adequate insurance effective provided at the time of closing.

**17. SELECTION OF SETTLEMENT/CLOSING AGENT:** Buyer and Seller hereby agree that the closing of this transaction shall be conducted by a closing attorney or title insurance company and Buyer and Seller ☒ do ☐ do not agree to share equally the settlement or closing charge imposed by the settlement agent. Buyer and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to legal representation of their own choosing, at their own expense, at all times in connection with this contract and the closing of this transaction. The closing of this transaction contemplated by this contract will be scheduled by (check one) ☒ Listing Agent ☐ Selling Agent, ☐ Other.



Seller(s) Initials



Buyer(s) Initials

**18. PERSONAL PROPERTY:** Any personal items remaining with the property shall be at no additional cost to Buyer; shall not add to the value of the property; shall be in "AS IS" condition with no warranties, unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items). The provisions of this Section 18 shall survive the closing and delivery of the deed.





19. **OTHER OFFERS WHILE PURCHASER'S OFFER IS PENDING:** Buyer acknowledges that offers other than the Buyer's may have been made or may be made before Seller acts on the Buyer's offer or counteroffer or while Seller is considering Buyer's offer or counteroffer. Seller expressly reserves the right to accept, reject, counter or withdraw any offer or counteroffer at any time prior to one of the offers becoming the primary contract.

20. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supercedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. This is a legally binding contract. If you do not understand the legal effect of any part of this contract, seek legal advice before signing. It is agreed to by all parties to this contract that signatures may be obtained on facsimile copies or email for the purposes of contractual agreement. Therefore, these facsimile or email signatures shall be deemed legal and binding.

21. **ADDITIONAL PROVISIONS** set forth on the attached addenda signed by all parties are hereby made a part of this contract.

A: BUYERS DISCLOSURE and  
B: PERSONAL PROPERTY ADDENDUM  
C: ADDENDUM / HONESTY

22. HOME IS TO BE PROFESSIONALLY CLEANED PRIOR TO POSSESSION.

23. THIS CONTRACT IS CONTINGENT UPON THE CLOSING OF THE BUYER'S CURRENT HOME AT 4913 APPALOOSA TRAIL, 35242. THIS HOME IS CURRENTLY UNDER CONTRACT TO CLOSE 10/26/16. IN THE EVENT THIS HOME DOES NOT CLOSE, ALL EARNEST MONEY WILL BE REFUNDED.

24. BUYER REQUESTS A RESPONSE PRIOR TO NOON, SATURDAY SEPTEMBER 10<sup>TH</sup>, 2016.

Seller

WYNNE T. GLAVOK

(Date)

Seller

(Date)

Buyer

Mellaly

(Date)

Buyer

(Date)

**EARNEST MONEY:** Receipt is hereby acknowledged of the earnest money as herein set forth.

AGENCY: Realty/south By [Signature] ☐ Cash ☒ Check

Date 9/14/2016

Date Contract Finalized: 9/14/2016 (Date on which last party signed or initialed acceptance of final offer).





(A)

**BUYER'S DISCLOSURE STATEMENT: VERY IMPORTANT DOCUMENT-PLEASE READ CAREFULLY**

This Disclosure Statement has been completed by Buyer and not the Broker or Agent. It is hereby made a part of this purchase agreement regarding the property at 204 AD BROOK CT 35242.

BUYER IS ADVISED EITHER PERSONALLY, OR THROUGH OTHER OF BUYER'S CHOOSING, TO INSPECT THE PROPERTY AND NOT RELY ON ANY VERBAL, PRINTED OR WRITTEN DESCRIPTION OF PROPERTY.

1. Buyer understands that lenders may require certain inspections such as termite inspection, septic tank inspection, well water inspection, re-inspection of repairs required by and completed as per appraisal; and that although the results of these inspections may satisfy the requirements of these authorities, they may not meet the requirements of Buyer. Buyer is responsible for determining any of the above conditions of the property material to Buyer's decision to buy the property. Buyer's Initials lm
2. Buyer understands that Seller is not obligated to make repairs to the property except those specifically stated in the purchase agreement. Any lender-required repairs are only repairs required by the lender or the appraiser. Neither Seller nor Buyer is obligated to make repairs required on the appraisal, if any. Buyer should not rely on an appraiser to require or discover needed repairs. An appraiser is not a licensed contractor or a qualified home inspector. Buyer's Initials lm
3. Buyer understands that Broker and Agent are not responsible for the performance of any repairs, replacements and/or improvements to the property. Buyer's Initials lm
4. A Home Warranty should not be purchased in lieu of a professional home inspection. A Home Warranty is subject to many exclusions, including but not limited to, any conditions that pre-exist the purchase of the property. Buyer's Initials lm
5. Note the words "working order" in the purchase agreement. This does not obligate Seller to repair or have work done to put appliances and/or systems in perfect or better working condition i.e. cleaning the heating units, working on plumbing with slow drains or low water pressure, etc. These conditions need to be handled before the inspection contingency is removed and not at the "walk-through" just before closing. Buyer's Initials lm
6. Buyer understands that the Wood Infestation Report is a VISUAL inspection of ACCESSIBLE areas. This inspection does not guarantee that there are no termites, other wood destroying insects or fungus in inaccessible areas. There are no warranties after this inspection except those covered under a Termite Protection Plan (contract--with its limitations). Brokers and agents are not liable for infestations, damage, or fungus detected or not detected by termite inspection companies. Buyer's Initials lm
7. Buyer understands that any statements as to the square footage and room sizes (living area) of the structure are an estimate only and are not warranted to be exact or accurate by Seller, Broker, or Agent. Buyer is responsible for determining square footage that would be material to Buyer's decision to buy the property. Buyer's Initials lm
8. Buyer understands that any statement including, but not limited to easement, encroachments, overlaps, fences off true property lines, boundary line disputes or flood zones are not warranted to be accurate by Seller, Broker, or Agent. Whether a survey is required or not by Lender, Buyer is advised to obtain a current survey of the property to verify the above. Buyer's Initials lm
9. Buyer understands that Broker and Agent DO NOT WARRANT the condition of this house, the property on which it is located or any of the heating, cooling, plumbing and electrical systems or any appliances. Buyer understands that Seller DOES NOT WARRANT the condition of this house, the property on which it is located or any of the heating, cooling, plumbing or electrical systems or any appliances, other than as stated in the purchase agreement. Buyer's Initials lm
10. Buyer understands and agrees that any recommendations by Broker or Agent or professional contractor or inspectors are strictly as a courtesy to the Buyer; Buyer's choice of contractors or inspectors is the responsibility of Buyer; Brokers and Agents do no warrant the performance of contractors or inspectors; Buyer also agrees that Seller, Brokers and Agents are not responsible or liable for any conditions of the property that may not be detected by inspections performed by Buyers, anyone acting on behalf of Buyers, including but not limited to, contractors and inspectors. Buyer's Initials lm

Buyer [Signature] 9/9/16  
(Date)

Buyer \_\_\_\_\_ (Date)







**RE/MAX**  
Southern Homes



ADDENDUM TO SALES CONTRACT # \_\_\_\_\_

The terms and conditions of this Addendum are a part of that certain contract dated 9/9, 2016,

for the purchase of property located at 204 OLD BROOK CT

B'HAM, AL 35242

between the undersigned Purchaser(s), MULLAY

and between the undersigned Seller(s), \_\_\_\_\_:

*AM* IF THE HOME NO LONGER HAS THE HOMESTEAD EXEMPTION  
SELLER AGREES TO PAY THE ADJUSTED AMOUNT FOR THE FIRST  
YEAR.

20161110000415250 9/10 \$42.00  
Shelby Cnty Judge of Probate, AL  
11/10/2016 10:50:42 AM FILED/CERT

Witness to Buyer(s) Signature

Cherie Muf

Witness to Seller(s) Signature

Mullay  
Buyer Date

Buyer Date

Wayne T. Gravois 12/10/16  
Seller WAYNE T. GRAVOIS Date

Seller Date

903 Montgomery Highway  
Birmingham, AL 35216  
205.979.8500—Office  
205.979.8414—Fax

southernhomesrealestate.com

104 Inverness Corners  
Birmingham, AL 35242  
Office—205.313.8500  
Fax—205.313.8501





# RE/MAX

## Southern Homes

(B)

### PERSONAL PROPERTY ADDENDUM

The terms and conditions of this addendum form a part of that certain General Sales Contract between the undersigned Purchaser(s) and Seller(s).

- PERSONAL PROPERTY: any personal items remaining with the property shall be at no additional cost to Purchaser(s); shall not add to the value of the property; shall be in "as is" condition unless otherwise agreed to herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list below:

ITEM	REMAIN W/ PROPERTY	NOT REMAIN W/ PROPERTY	EXCLUSIONS
All Window Treatments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Window Treatment Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Light Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Stove/Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Garage Door Opener(s) & Remotes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bathroom Mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gas Logs NA	<input type="checkbox"/>	<input type="checkbox"/>	
Built-in Shelving	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

- Seller(s) agrees to have all personal items and debris removed from the property and agrees to leave premises in a clean, broom swept and orderly condition.

Witness to Buyer(s) Signature

Witness to Seller(s) Signature

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

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