

IN THE MATTER OF THE ESTATE OF
MABEL PETERS, DECEASED:

MELINDA S. WOODS, individually,
as as Administratrix of the Estate
of Mabel Peters, deceased,

PLAINTIFF

VS.

PAULETTE S. ALEXANDER,
GERALD SHIRLEY,
BILLIE JEAN DICKERSON,
VELMA McMEEKIN NYBAKKEN,
EARL McMEEKIN,
BRIAN McMEEKIN,
JERRY McMEEKIN and
GLENDA McMEEKIN KOWALSKI,
ROBERT SHIRLEY,

DEFENDANTS

1389
IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA

CASE NO. 88-364

FILED IN OFFICE THIS THE SEP 20 1988

OF _____ 19____

Kyle Sanford

Circuit Clerk and Register
Shelby County, Alabama

JUDGMENT ORDERING SALE

BOOK 209 PAGE 991
This cause coming on to be heard before the Court for judgment upon the Petition for Sale of Real Estate heretofore filed in this cause by Melinda S. Woods, individually, and as Administratrix of the Estate of Mabel Peters, deceased, as petitioner herein, upon the written Waivers of Notice of Brian McMeekin, Gerald Shirley, and Jerry McMeekin, upon Default Judgments entered in this cause against the following defendants: Paulette S. Alexander, Billie Jean Dickerson, Velma McMeekin Nybakken, Earl McMeekin, Glenda McMeekin Kowalski, and upon the Order Appointing Guardian ad Litem, Acceptance of Guardian ad Litem, Answer of Guardian ad Litem, and this cause coming on for trial pursuant to previous order of this Court, and the Guardian ad Litem appointed to represent and defend the interests of said Robert Shirley, a non compos mentis, having by said Answer of Guardian ad Litem, in writing, denied all allegations contained in said Petition for Sale of Lands, and thereupon the Court having heard the testimony and evidence ore tenus, and having considered and understood the same, is of the opinion and ascertains that said petitioner is entitled to the relief prayed for in this cause.

The Court finds from the evidence that the plaintiff, Melinda S. Woods, individually, and as Administratrix of the estate of Mabel Peters, deceased, and the defendants, Paulette S. Alexander, Gerald Shirley, Billie Jean Dickerson, Velma McMeekin Nybakken, Earl McMeekin, Brian McMeekin, Jerry McMeekin, Glenda McMeekin Kowalski, and Robert Shirley, are the joint owners and tenants in common of the following described real estate, situated in Shelby County, Alabama, viz:

Commence at the SW corner of NW 1/4 of the SW 1/4 of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Northerly along the West line of said 1/4 1/4 a distance of 665.05 feet; thence turn a deflection angle of 88 deg. 59' to the right and run Easterly a distance of 630.0 feet to a point; thence turn a deflection angle of 88 deg. 59' to the left and run Northerly a distance of 420.0 feet to the point of beginning of the property being described; thence continue along the last described course for a distance of 336.36 feet to a point; thence turn a deflection angle of 52 deg. 51' to the right and run North-easterly a distance of 184.94 feet to a point; thence turn a deflection angle of 95 deg. 18' to the right and run a distance of 135.00 feet to a point; thence turn a deflection angle of 90 deg. 00' to the left and run a distance of 90.0 feet to a point; thence turn a deflection angle of 90 deg. 00' to the right and run a distance of 70.0 feet to a point;

Jeannie Wade

thence turn a deflection angle of 21 deg. 57' 27" to the right and run Southerly a distance of 156.47 feet to a point on the Northerly margin of Shelby County Highway No. 39 in a curve to the left having a central angle of 5 deg. 39' 09" and a radius of 2,765.00 feet; thence turn a deflection angle of 60 deg. 41' 30" to the right to chord and run along the arc of said curve an arc distance of 272.78 feet to a point on the same said Northerly margin of same said Highway No. 39; thence turn a deflection angle of 41 deg. 10' 30" to the right from chord and run Westerly a distance of 147.72 feet to the point of beginning, according to survey of Joseph E. Conn, Jr., Registered Land Surveyor, No. 9049, dated November 25, 1987. MINERALS AND MINING RIGHTS EXCEPTED. Except right of way of the Chelsea-K Springs Road as now located. All being situated in Shelby County, Alabama.

The Court further finds from the evidence as follows:

1. (A) That the plaintiff, Melinda S. Woods, owns an undivided 1/8 interest therein;
- (B) The defendant, Paulette S. Alexander, owns an undivided 1/8 interest therein;
- (C) The defendant, Gerald Shirley, owns an undivided 1/8 interest therein;
- (D) The defendant, Billie Jean Dickerson, owns an undivided 1/8 interest therein;
- (E) The defendant, Velma McMeekin Nybakken, owns an undivided 1/12 interest therein;
- (F) The defendant, Earl McMeekin, owns an undivided 1/12 interest therein;
- (G) The defendant, Brian McMeekin, owns an undivided 1/36 interest therein;
- (H) The defendant, Jerry McMeekin, owns an undivided 1/36 interest therein;
- (I) The defendant, Glenda McMeekin Kowalski, owns an undivided 1/36 interest therein;
- (J) The defendant, Robert Shirley, owns an undivided 1/4 interest therein.

2. That said real estate is not the homestead of the plaintiff or any of the defendants in this cause, and that said real estate cannot be partitioned or divided in kind among the plaintiff and the defendants, the joint owners thereof, and that a sale of said real estate is necessary for an equitable division thereof between the plaintiff and the defendants.

3. That there is no valid authority to sell the interest of said Robert Shirley in and to said real estate vested in any person by the terms of any instrument under which said Robert Shirley holds such interest, and that a sale of such interest of said Robert Shirley is not prohibited or restricted by any such instrument.

4. That the defendant, Robert Shirley, is incapacitated, he being a person unable to manage property and business affairs effectively due to physical illness or disability, physical or mental infirmities accompanying advanced age, or mental deficiency, he having no guardian or conservator appointed under the laws of this State or any other State, and that said Robert Shirley's interest in said real estate will be wasted or dissipated unless properly management is provided, and that funds are needed for his health, support, education, or maintenance, and that

protection for said Robert Shirley is necessary or desirable to obtain or provide such finds.

5. That the plaintiff, Melinda S. Woods, individually, and as Administratrix of the Estate of Mabel Peters, deceased, has negotiated a private sale of said real property described and designated above to Mary S. Rowe for the cash sum of \$34,000.00, contingent upon approval and confirmation by this Court in this cause, according to the terms and provisions of a written real estate sales contract which is attached hereto as Exhibit "A" and by reference hereto is made a part hereof. That said proposed sale price of \$34,000.00, to be paid and financed according to the terms and conditions of said real estate sales contract, represents the full market value of said property, and that a public sale of said property would not likely result in a larger sum or more favorable sales price; that the proposed sales contract is in all respects fair, and that it is in the best interest of the plaintiff and the defendant, Robert Shirley, and all remaining defendants that the sale of said property according to the terms and provisions of said real estate sales contract be approved and confirmed by this Court, and that the sale of said property in accordance with the terms and provisions of said real estate sales contract should be forthwith consummated.

6. That the sale of the undivided interests of said Robert Shirley in and to said real estate is necessary for the present and future maintenance of said Robert Shirley, who is incapacitated and unable to manage his property and business affairs; that said Robert Shirley is presently confined in a Nursing Home and will likely continue in said Nursing Home or in some other place which will require special and costly attention, and that the net proceeds from said sale will be available for the use and benefit of said Robert Shirley and for his support and maintenance, and the Court specifically finds in this cause that such sale of the undivided interests of said Robert Shirley in and to the above described property in accordance with the proposed sales contract is in the best interests of said Robert Shirley.

7. That the plaintiff, Melinda S. Woods, has paid from her own funds the following expenses necessary and incidental to the sale of said real estate:

For title insurance binder	\$ 350.00
For survey	400.00
For ad valorem tax redemption	396.00
Total	\$1146.00

and that said Melinda S. Woods should be reimbursed the total sum of \$1146.00.

8. That in addition, Oliver P. Head, the attorney for the plaintiff, has paid from his funds the following expenses necessary and incidental to the sale of said real estate:

For administration notice paid to Shelby County Reporter	\$ 15.58
For certified copies of H. L. Peters estate documents (Jeff. Co.)	7.00
For certified copies of H.L. Peters estate documents (Jeff Co.)	13.50
For prepaid court costs (present case)	97.00
For court costs (Probate Court)	45.00
For certified mail	41.40
Total	\$ 219.48

and that said Oliver P. Head should be reimbursed the total sum of 219.48.

9. That petitioner has engaged the services of Oliver P. Head of the firm of Wallace, Ellis, Head & Fowler, to represent her in this cause and that the services of said attorney have and will inure to the benefit of all of the joint owners of said

property, the plaintiff and the defendants in this cause, and that the sum of \$2,500.00 is a reasonable fee to be paid to said attorney for his services in this cause, and further, that the sum of \$350.00 is a reasonable fee to be paid to Hon. Lindsey Allison, the Guardian ad Litem, for her services in this cause, and that the sum of \$325.00 is a reasonable charge for the services of Robert Dow, a real estate appraiser who was employed in this cause to appraise the said real estate, and that said appraisal has inured to the benefit of all of the joint owners of said real estate and should be paid as a reasonable and necessary expense in this cause.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the real estate more particularly described above herein be sold by Melinda S. Woods, as Administratrix of the Estate of Mabel Peters, deceased, and as Commissioner of this Court, pursuant to authority hereby granted, to Mary S. Rowe, at and for the total sum of \$34,000.00, according to the terms and provisions of the sales contract which is attached hereto as Exhibit "A" and by reference hereto is made a part hereof, and further that said sale shall be completed and consummated within 30 days from the date hereof.

It is further CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that, upon the completion and consummation of said sale, as ordered herein, said Melinda S. Woods, as Administratrix of the Estate of Mabel Peters, deceased, and as Commissioner of this Court, be and she is hereby authorized and directed to execute and deliver to said Mary S. Rowe a Commissioner's Deed conveying to said Mary S. Rowe, as sole grantee, all of the right, title, claim and interest of said Melinda S. Woods, individually, and as Administratrix of the Estate of Mabel Peters, deceased, Paulette S. Alexander, Gerald Shirley, Billie Jean Dickerson, Velma McMeekin Nybakken, Earl McMeekin, Brian McMeekin, Jerry McMeekin, Glenda McMeekin Kowalski, and Robert Shirley (a non compos mentis), in and to said real estate.

It is further, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that, upon the consummation of such sale as herein ordered, said Melinda S. Woods, as Administratrix of the Estate of Mabel Peters, deceased, and as Commissioner of this Court, shall immediately report in writing and file in this cause his report of his actions in making said sale, said report to include a report and itemization of all costs in making such sale, including costs of court, costs of accrued taxes, and any other applicable costs, and that said written report of the Register shall lie over for exceptions for ten days before final confirmation by this Court.

All other questions reserved.

Done this the 23rd day of September, 1988.


JUDGE OF CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA

Certified a true and complete copy


Clerk of Circuit Court

Exhibit "A"



GENERAL RESIDENTIAL SALES CONTRACT

This Form Furnished by

TICOR TITLE AGENCY, INC.

318 - 21st Street North Birmingham, Alabama 35203 (205) 251-8484

Birmingham, Alabama MAY 25 19 88

The undersigned Purchaser(s) MARY S. ROWE ^(MK) ~~THANKS FOR THE SALE~~ hereby agrees to purchase and the undersigned Seller(s) Mable Peters Estate hereby agrees to sell the

following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of Chelsea County of Shelby Alabama, on the terms stated below:

Address Hwy 39 and legally described as Lot 2.5 ± Acres located in Section 34 Township 19 South, Range 2 West, Shelby Co. Block Parcel of land approximately Survey (SEE ATTACHED) Map Book 34,000-32,500

1. THE PURCHASE PRICE: shall be \$ 32,500 payable as follows: Earnest Money, receipt of which is hereby acknowledged by the Agent, \$ 500.00 Cash on closing this sale, \$ 32,000.00

Seller to provide termite bond
Purchaser to accept property in "AS IS" condition.
Seller to pay ATTORNEY'S FEES AND ALL OTHER CLOSING FEES including loan closing costs.
Seller agrees to REFUND EARNEST MONEY in the event that bank financing cannot be arranged AFTER purchaser uses best efforts in obtaining loan.

2. AGENCY DISCLOSURE: The listing Agency First Real Estate represents the Seller (unless otherwise stated), and the selling Agency CARRIAGE HOUSE REALTY represents ☐ Purchaser ☒ Seller. Seller's initials MS Purchaser's initials MR

3. CONDITION OF PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitation, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances, and the roof and the basement, including leaks therein; the size and area of the Property; construction materials, including floors; structural condition; utility and sewer or septic tank availability and condition; and any matters affecting the character of the neighborhood. In recognition of the foregoing, Purchaser and Seller agree that the following paragraphs selected from A-E below shall govern this Contract with respect to the physical condition of the Property:

PARAGRAPH	PURCHASER'S INITIALS	SELLER'S INITIALS
A.....	<u>MR</u>	<u>MS</u>
B(1).....		
B(2).....		
C.....		
D.....		
E.....		

(NOTE: ONLY THOSE PARAGRAPHS INITIALED BY BOTH PARTIES SHALL APPLY TO THIS CONTRACT)

A. [If A is selected, do not select B(1), B(2), C or D.] Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, if the Property suffers material damage beyond ordinary wear and tear prior to the closing date, and Seller refuses to pay for any repairs reasonably required to restore the property to a condition at least as good as previously existing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation within _____ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess; provided, that the notice of cancellation must in any event be received prior to closing.

B. (NOTE: Choose B(1) below if Purchaser does not require further inspections, or choose B(2) if further inspections are required, but do not select both.)

B(1) Purchaser has inspected the Property and, without relying on any representation or warranty from Seller or Broker or any salesperson or on any printed or written description of the Property, accepts the Property in its present "as is" condition, including ordinary wear and tear to closing date, subject only to the following:

B(2) Purchaser requires additional inspections of the Property. Within _____ calendar days after Seller's acceptance of this Contract, Purchaser shall have the right, at Purchaser's expense and through licensed contractor(s) or other qualified professionals of Purchaser's choosing, to inspect and investigate the Property. When such inspections or investigations reveal conditions unsatisfactory to Purchaser, Purchaser shall inform Seller in writing of such unsatisfactory condition, and provide to Seller at no cost a copy of the inspector's written report, all within _____ days of this Contract. Seller shall notify Purchaser in writing within _____ days of receipt of notice of such unsatisfactory condition whether Seller will correct the defect prior to Closing. If Seller is unable or unwilling to correct the defect, Seller shall not be obligated to do so, but Purchaser shall then have the option of cancelling this Contract by notifying Seller in writing within _____ hours of receipt of Seller's written refusal to correct the defect, and the Earnest Money shall be returned to Buyer. Purchaser's failure to notify Seller of any such defects or of Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered approval of the Property as is and an election to proceed with the closing.

C. Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing; provided, it shall be the responsibility of Purchaser to inspect said systems and equipment prior to closing and to notify Seller immediately of any systems that are not in normal operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively establish that Seller has satisfied this covenant.

D. All repairs required of Seller under _____ B(1) _____ C [check the paragraph(s) to which the dollar ceiling applies] shall not exceed \$ _____. If such repairs exceed the specified amount and Seller refuses to pay the excess, Purchaser may pay the additional cost or accept the Property with the limited repairs (or accept the specified ceiling amount at closing as a reduction of the purchase price), and this sale shall be closed as scheduled, or Purchaser may cancel this Contract by notifying Seller in writing of the cancellation within _____ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

E. PURCHASER REQUIRES A WALK-THROUGH INSPECTION IMMEDIATELY PRIOR TO CLOSING TO VERIFY THAT ANY REQUIRED REPAIRS HAVE BEEN PERFORMED AND THE PROPERTY IS OTHERWISE IN SUBSTANTIALLY THE SAME CONDITION AT CLOSING, ORDINARY WEAR AND TEAR EXCEPTED, AS WHEN WE INITIALLY ACCEPTED IT.

Seller's initials MS Page 1 of 2 Purchaser's initials MR

4. **EARNEST MONEY & PURCHASER'S DEFAULT:** Seller hereby authorizes the Listing Agency, First Real Estate

to hold the earnest money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. Said earnest money so forfeited shall be divided equally between Seller and his Agent. In the event both Purchaser and Seller claim the earnest money, the person or firm holding the earnest money may interplead the disputed portion of the earnest money into court.

5. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by GENERAL warranty deed (check here ☐ if Purchaser desire title as joint tenants with right of survivorship). free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. **THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, NONE, AND IS ☐ IS NOT ☒ LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDINGS LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.**

6. **TITLE INSURANCE:** Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 3 above; 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 Purchaser, even if the mortgagee is Seller.

7. **SURVEY:** Purchaser does ☐ does not ☒ (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense.

8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgages assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to Seller. **UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.**

9. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before Sept. 30, 1988, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed, if the Property is then vacant; otherwise, possession shall be delivered on Sept. 15, 1988 at 12:01 (P.M.).

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property, (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; or (viii) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

11. **SELLER WARRANTIES** that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

12. **FIRE/SMOKE DETECTORS:** Purchaser shall satisfy himself that all applicable federal, state and local statutes, ordinances and regulations concerning fire/smoke detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshall Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies."

13. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser 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 Purchaser.

14. **SELECTION OF ATTORNEY.** If they have agreed to share the fees of a closing attorney hereunder, the parties hereto 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. Each of the parties further acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

15. **ADDITIONAL PROVISIONS** set forth on the attached addendum(s) 1, and signed by all parties, are hereby made a part of this Contract.

16. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Love, Selma _____
Purchaser (SEAL)

STATE OF ALA. SHELTON
I CERTIFY THIS
INSTRUMENT WAS FILED
Purchaser (SEAL)

Witness to Purchaser's Signature(s) Maureen W. Price 88 OCT 20 PM 12:43 RECORDING FEES
Seller Recording Fee \$1500 (SEAL)

Witness to Seller's Signature(s) Thomas A. Snowden, Jr. JUDGE OF PROBATE 809 (SEAL)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth 2300 CASH ☒ CHECK

FIRM First Real Estate

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. In this contract, Seller agrees to pay First Real Estate (50%) AND CARRIAGE HOUSE REALTY (50%) as Agent, a commission in the amount of 7% of the total purchase price.

Maureen W. Price _____
Seller (SEAL) Page 2 of 2 Seller (SEAL)