

IN THE PROBATE COURT OF SHELBY CONTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)
) **CASE# PR-2005-000033**
THOMAS HEFLIN WALTON, deceased.)

ORDER APPROVING PRIVATE SALE

This cause came before the Court on petition of the Personal Representative, John R. Matthews, for an order authorizing him to sell, at private sale, decedent's real property as described as "Exhibit A".

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 herein, and all interested parties having consented to such sale,

It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit B" be approved. Petitioner is authorized to execute any and all documents necessary for the execution and completion of said sale. Petitioner is further ORDERED to report the completion of said sale within 30 days.

DONE and ORDERED this 21st day of May, 2006.



PATRICIA YEAGER FUHRMEISTER
Probate Judge

cc: ✓ Mike T. Atchison, Esq.

I certify this to be a true and
correct copy Patricia Yeager Fuhrmeister
1-8-07
TB Probate Judge
Shelby County

RECEIVED

APR 28 2006

IN THE MATTER OF THE ESTATE OF
THOMAS HEFLIN WALTON, deceased

PROBATE COURT
of Patricia Yeager Fairmeister
Judge of Probate

SHELBY COUNTY, ALABAMA

CASE NO. PR-2005-000033

**PETITION FOR SALE OF REAL PROPERTY
FOR DIVISION AND DISTRIBUTION**

Comes now the Petitioner, John R. Matthews, as Personal Representative of the Estate of Thomas Heflin Walton, deceased (the "decedent"), and respectfully shows this Court the following facts:

1. The following described real property was owned by the decedent at the time of death:

Lots 1 and 2, Block 11, according to the survey of Jewell Heights, as recorded in Map Book 3, Page 23, in the Probate Office of Shelby County, Alabama. Also, Lots 1, 2, 3, 4, and 5, Block 7, according to the survey of Jewell Heights, as recorded in Map Book 3, Page 23, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

2. The estate of the decedent is solvent; and the following is a correct and complete list of the names, ages, conditions, and residences of the heirs who are entitled to the above described property:

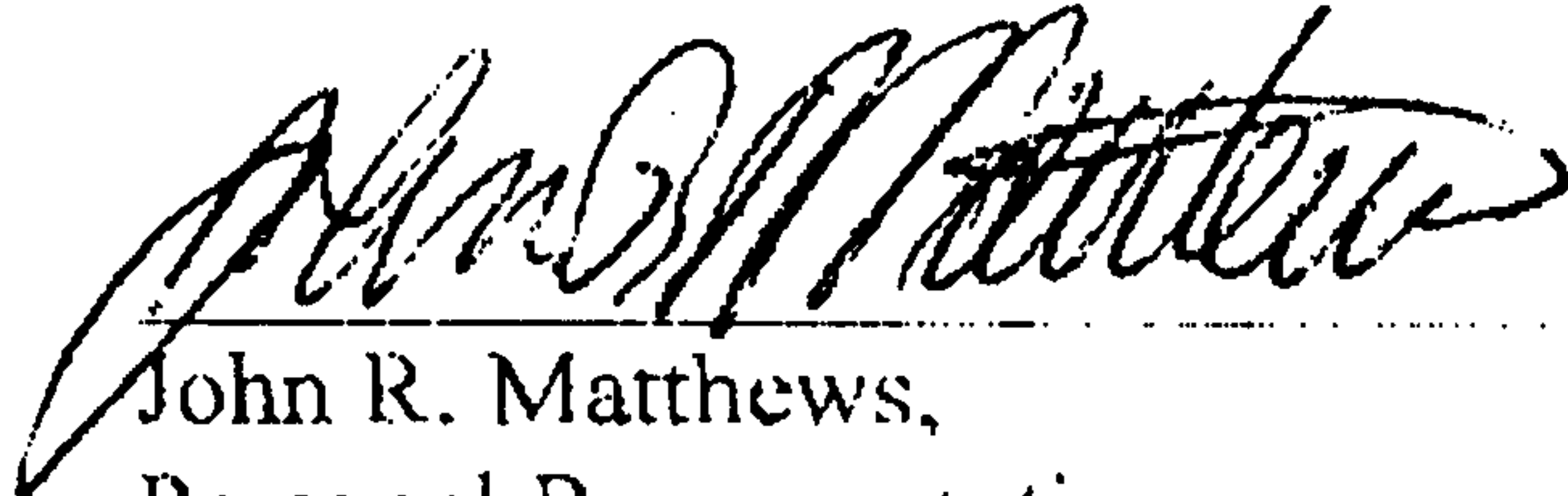
Name, age, condition, and relationship	Address
Ruth W. Mims, over 21 years, Of sound mind, sister	412 Woodland Drive Birmingham, Alabama 35209
Mayanice Walton, over 21 years, Of sound mind, sister	310 Mildred Street Columbiana, Alabama 35051
Fernetta Lewis, over 21 years, Of sound mind, niece	177 Noxontown Road Townsend, Delaware 19734
Nancy Lawrence, over 21 years, Of sound mind, niece	P.O. Box 341 Montevallo, Alabama 35115
Erma Prichard, over 21 years, Of sound mind, niece	434 18 th Street Calera, Alabama 35040



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3. The above described real property cannot be equitably divided among the persons entitled thereto as above name; and it is necessary for a fair and equitable distribution among them that said property be sold.
4. A title examination of the property has been conducted by Shelby County Abstract & Title Company, Inc., and a copy of the title commitment is attached hereto as Exhibit "A".
5. Maverick Enterprises, LLC has made an offer on the property as evidenced by the sales contract, which is attached hereto as Exhibit "B".
6. The Petitioner believes that the offer is a reasonable offer for the property, representing a fair market value.

WHEREFORE, the petitioner prays that this Court authorize the petitioner to sell the aforesaid real property for the purpose of making a division and distribution among said persons, and that such proceedings, orders, and decrees be had and made in the premises as may be necessary to effect said sale for such purpose according to law.



John R. Matthews,
Personal Representative
P.O. Box 1968
Gardendale, AL 35071

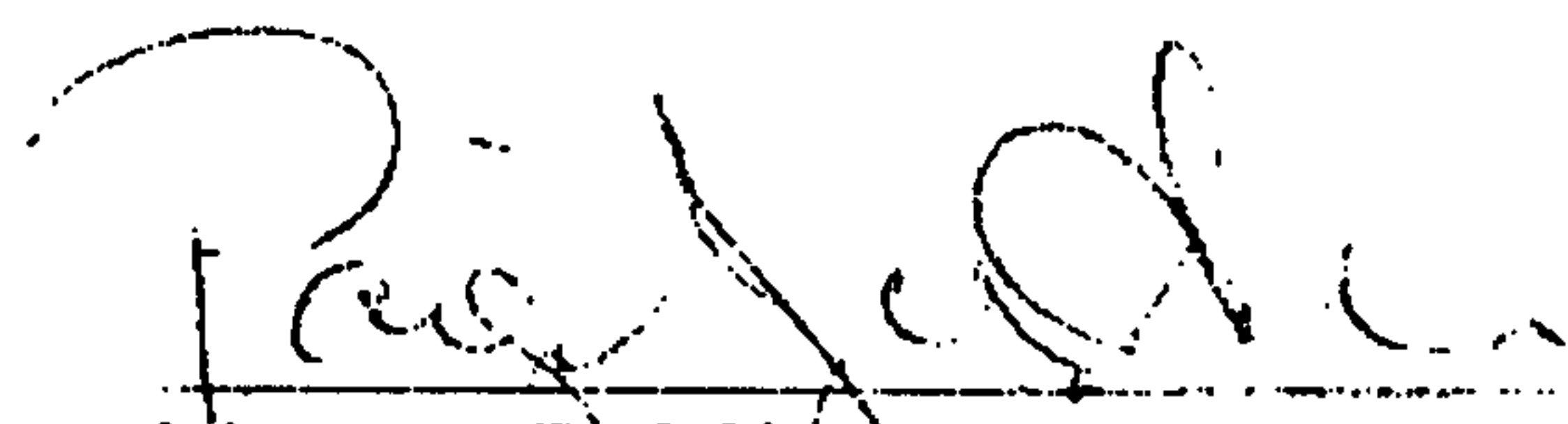
Mike T. Atchison, Attorney for Petitioner
P.O. Box 822
Columbiana, Alabama 35051
Phone: 205-669-9268

VERIFICATION

STATE OF ALABAMA
JEFFERSON COUNTY

Before me, the undersigned authority, a Notary Public, in and for said County, in said States, personally appeared John R. Matthews, who being first duly sworn, makes oath that he has read the foregoing petition and the accompanying Exhibits "A" and "B", and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Subscribed and sworn to before me this 27 day of April, 2006..



Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 20, 2010

Exhibit "B"

LOTS OR OTHER UNIMPROVED LAND SALES CONTRACT

Form Approved by: Birmingham Association of REALTORS®; Birmingham, Alabama

July 24, 1998 (Previous forms obsolete)

Date: 4/12/06The undersigned Purchaser(s) MAVERICK ENTERPRISES LLC hereby agrees to purchase andthe undersigned Seller(s) Estate of Ted Weather hereby agrees to sell the followingdescribed lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City of CaleraCounty of Shelby, Alabama, on the terms stated below:Address Hwy 209 and legally described as Lot 1 Block 1Survey 2.63 acres Map Book 1100 Page 1

Purchase price to be determined by actual survey @ \$300,000 per acre

1A. THE PURCHASE PRICE Shall be \$ 795,000 as follows:

Earnest Money, receipt of which is hereby acknowledged by the Agent 500.00

Cash on closing this sale \$795,000 - 36,321

1B. CONTINGENCIES RELATING TO PURCHASE: (State here any contingencies relating to Purchaser's obligation to purchase the Property - e.g., financing, zoning or subdivision approvals, environmental audits, subsurface or soils tests and examinations, or availability of utilities. If "none", so state.)

2. AGENCY DISCLOSURE: The listing company is: Re/MAX Advantage

The selling company is: Re/MAX Advantage

The listing company is: (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 (check one or both) as a transaction broker.

The selling company is: (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 (check one or both) as a transaction broker.

Purchaser's Initials MASeller's Initials TM

3. EARNEST MONEY & PURCHASER'S DEFAULT: Seller and Purchaser hereby direct the Listing Company Re/MAX Advantage, to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Company. 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. If this Contract does not close and the earnest money is to be turned over to Seller or refunded to Purchaser pursuant to this Contract, Seller and Purchaser agree to execute a written release to the Listing Company affirming the proper disposition of the earnest money. In the event either Purchaser or Seller claims the earnest money without the agreement of the other party, the Listing Broker may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct or recover from the earnest money for court costs, attorney fees and other expenses relating to the interpleader. When the earnest money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void this Contract without further recourse on the part of Purchaser.

4. 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 8 below; otherwise, the earnest money shall be

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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 the Seller.

5. **SURVEY:** Purchaser ☒ does ☐ does not 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. (NOTE: Lender may require a survey)

6. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) 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 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 PURPOSE OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.**

7. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before May 31, 2006, 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 Day of Closing, at : ☐ a.m. ☐ p.m.

8. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by General warranty deed (check here ☐ if Purchasers 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/OR MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, To be determined, 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 BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR ITS INTENDED PURPOSES.**

9. **CONDITION OF THE PROPERTY:** NEITHER SELLER NOR ANY SALESPERSON MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING 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, subsurface condition, including the presence or absence of sinkholes, mining activity, wells, or buried tanks and other objects; soils condition; utility and sewer or septic tank availability and condition. Except as otherwise stated in this Contract, Purchaser accepts the Property in its present "as is" condition.

Purchaser's Initials

Seller's Initials

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salesperson(s) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property; (ii) zoning or rezoning; (iii) subdividing; (iv) soils or subsurface conditions; (v) the availability of utilities or sewer service; (vi) the investment or resale value of the Property; (vii) projections of income or operating expenses; or (viii) any other matters affecting their willingness to sell or purchase the Property on 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.

Purchaser's Initials

Seller's Initials

11. **SELLER WARRANTS** that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, 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. **HAZARDOUS SUBSTANCES:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and Broker(s) shall not be held responsible therefor.

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Lots or Other Unimproved Land Sales Contract

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13. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

14. **SELECTION OF ATTORNEY:** Purchaser and Seller hereby ☒ do ☐ do not agree to share the fees of a closing attorney. Purchaser 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 be represented at all times in connection with this Contract, and the closing, by an attorney of their own choosing at their own expense.

15. **BROKERAGE FEE/COMMISSION:** THE COMMISSION PAYABLE TO THE LISTING OR SELLING BROKER IN THIS TRANSACTION IS PER PRIOR WRITTEN AGREEMENT BETWEEN THE BROKERS AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS AND IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKERS AND THEIR RESPECTIVE CLIENTS OR CUSTOMERS.

16. **NON-REFUNDABLE FEES:** Purchaser and Seller acknowledge that in the event this Contract is executed or not closed, any fees paid will be non-refundable.

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

18. **LITIGATION:** In the event either party institutes litigation to enforce its rights under this Contract, the prevailing party shall be entitled to recover its litigation costs, including court costs and reasonable attorney fees.

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

20. **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 transaction is subject to court approval from Shelby Co. Probate Judge's Office

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.

[Signature]

Witness to Purchaser's Signature

[Signature] (Date)

Purchaser (Date)

Witness to Seller's Signature

[Signature] (Date)

Seller (Date)

EARNEST MONEY: Final receipt is hereby acknowledged of the earnest money as herein above set forth

☐ CASH

☐ CHECK

BROKER: _____

BY: _____

DATE: _____

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Lots or Other Unimproved Land Sales Contract

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RE/MAX Advantage
Addendum to Sales Contract

In reference to the Agreement between the Sellers, Estate of T.H. Galt and the Purchasers,

MAVERICK Enterprises LLC covering the real property known as 112 acres
May 11 & May 2007

THE UNDERSIGNED PURCHASERS AND SELLERS HEREBY AGREE:

1. **ADDITIONAL INSPECTIONS: (INITIAL THE ITEMS WHICH APPLY)**

(A.) **PROPERTY SERVED BY SEWER:** Seller represents that the Property is served by a sewer and that all impact and connection fees have been paid. Purchaser acknowledges that neither RE/MAX Advantage nor its agents have made any representations whatsoever relating to the condition of the sewer system or the connection of the sewer system.

Seller's Initials

Purchaser's Initials

(B.) **PROPERTY SERVED BY SEPTIC TANK:** Seller represents that the Property is served by a septic tank system. Purchaser acknowledges (i) that neither RE/MAX Advantage nor its agents have made any representations whatsoever relating to the condition of the septic tank system and (ii) that RE/MAX Advantage has recommended that Purchaser have the septic tank system inspected by a professional.

Seller's Initials

Purchaser's Initials

(i) **PURCHASER ELECTS TO HAVE THE SEPTIC TANK SYSTEM INSPECTED BY A PROFESSIONAL:**

Seller's Expense

Purchaser's Expense

Seller's Initials

Purchaser's Initials

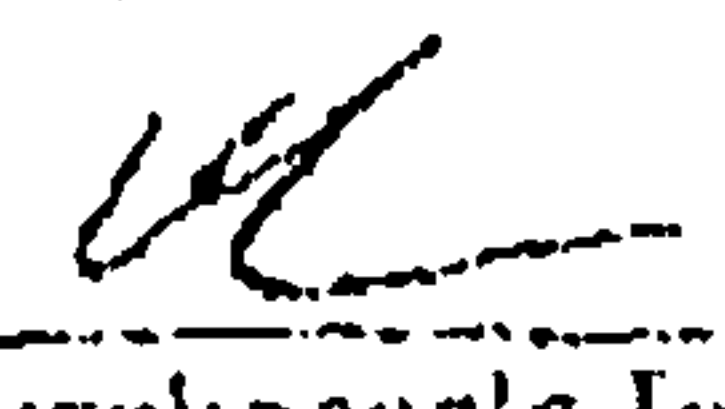
(ii) **PURCHASER DECLINES SEPTIC TANK SYSTEM INSPECTION BY A PROFESSIONAL; RELEASES RE/MAX Advantage.** Purchaser opts to not undertake to have the septic tank system inspected and releases RE/MAX Advantage from any and all responsibility for problems with the septic tank system which may be discovered in the future, whether they exist now or develop hereafter.

Seller's Initials

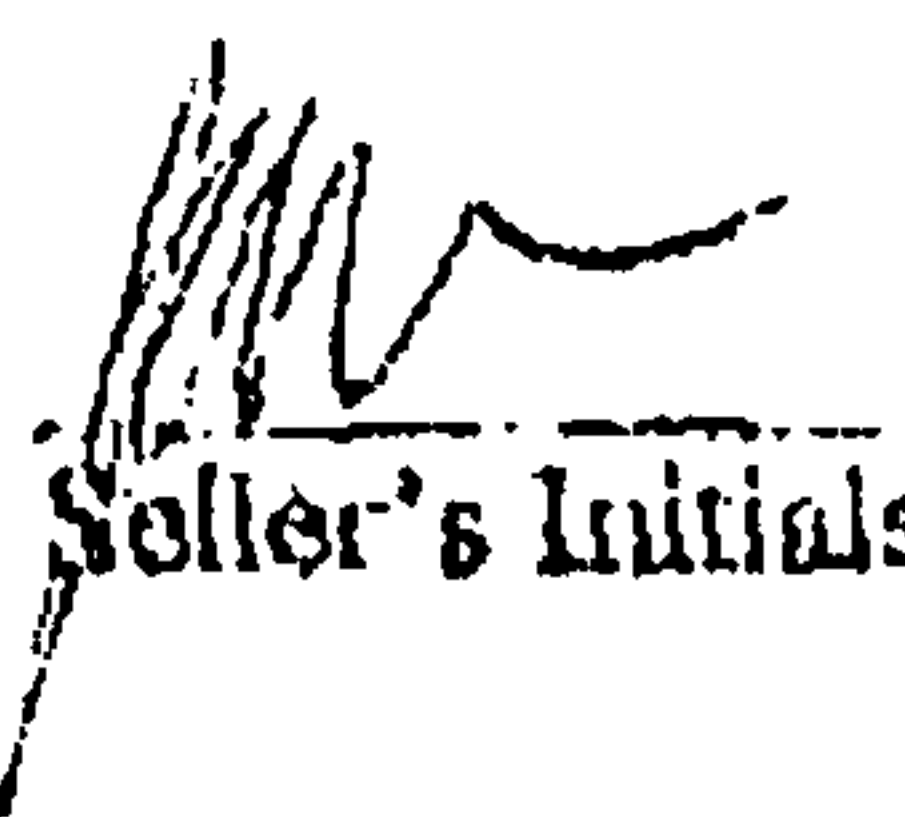
Purchaser's Initials

2. CONDITIONS SUCH AS SINKHOLES COULD EXIST, Purchaser acknowledges being informed by the Seller or RE/MAX Advantage that sinkholes are prevalent in Alabama. Buying sinkhole insurance or seeking the advise of an engineer should be considered. Purchaser acknowledges and agrees that Seller is not responsible for underground mines, sinkholes, drainage, limestone formation, soil conditions, or any other surface or subsurface conditions, whether known or unknown, that may exist or occur under or adjacent to the property and which may cause damage to persons or structures. Moreover, NO WARRANTY OR REPRESENTATION RESPECTING THE SOIL CONDITION OR ANY SUBSURFACE FAULT OR DEFECT, OR ANY OTHER CONDITION OF THE LAND OR IMPROVEMENTS, ARE MADE BY RE/MAX Advantage OR ITS AGENTS OR SUBAGENTS.


Seller's Initials


Purchaser's Initials

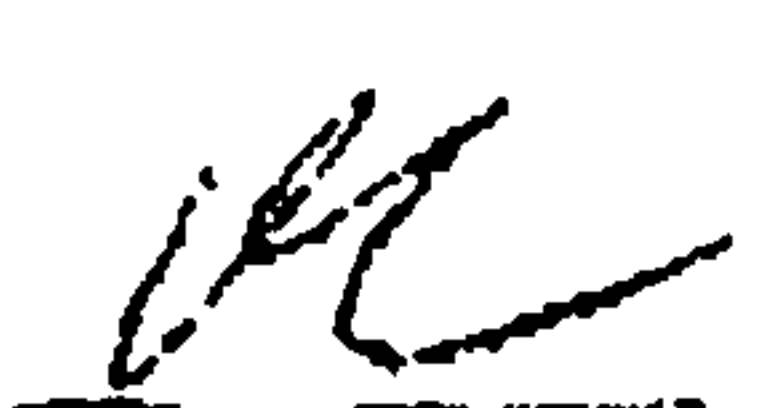
3. OTHER OFFERS WHILE PURCHASER'S OFFER PENDING: Purchaser acknowledges that offers other than the Purchaser's may have been made or may be made before Seller acts on Purchaser's offer or counteroffer or while Seller is considering Purchaser's offer or counteroffer. Seller expressly reserves the right to accept, reject or withdraw any offer or counteroffer at any time, prior to notification of acceptance, and to accept the offer of Seller's choice.


Seller's Initials


Purchaser's Initials

4. FACSIMILE. An executed photocopy or facsimile of this contract shall serve for all purposes as an original binding agreement.

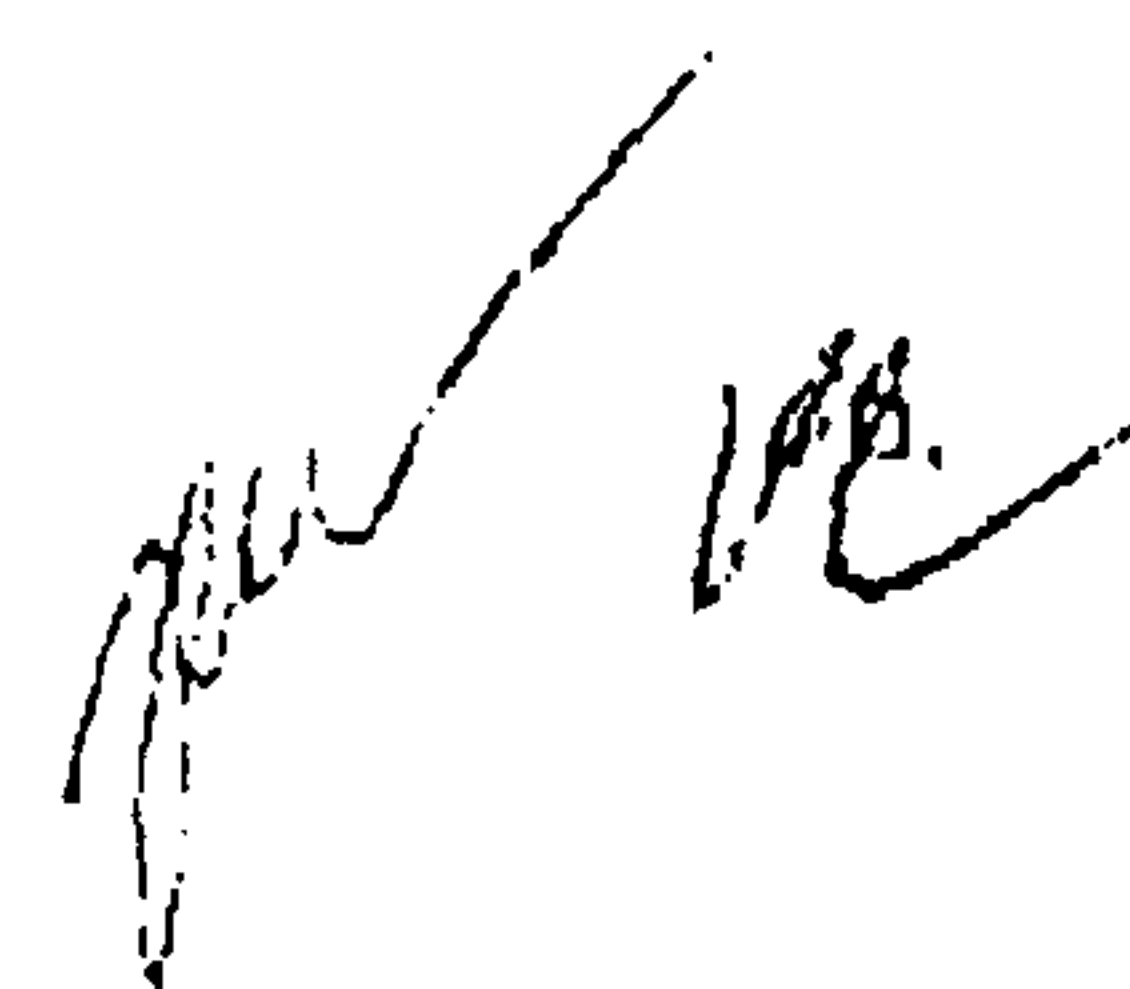

Seller's Initials

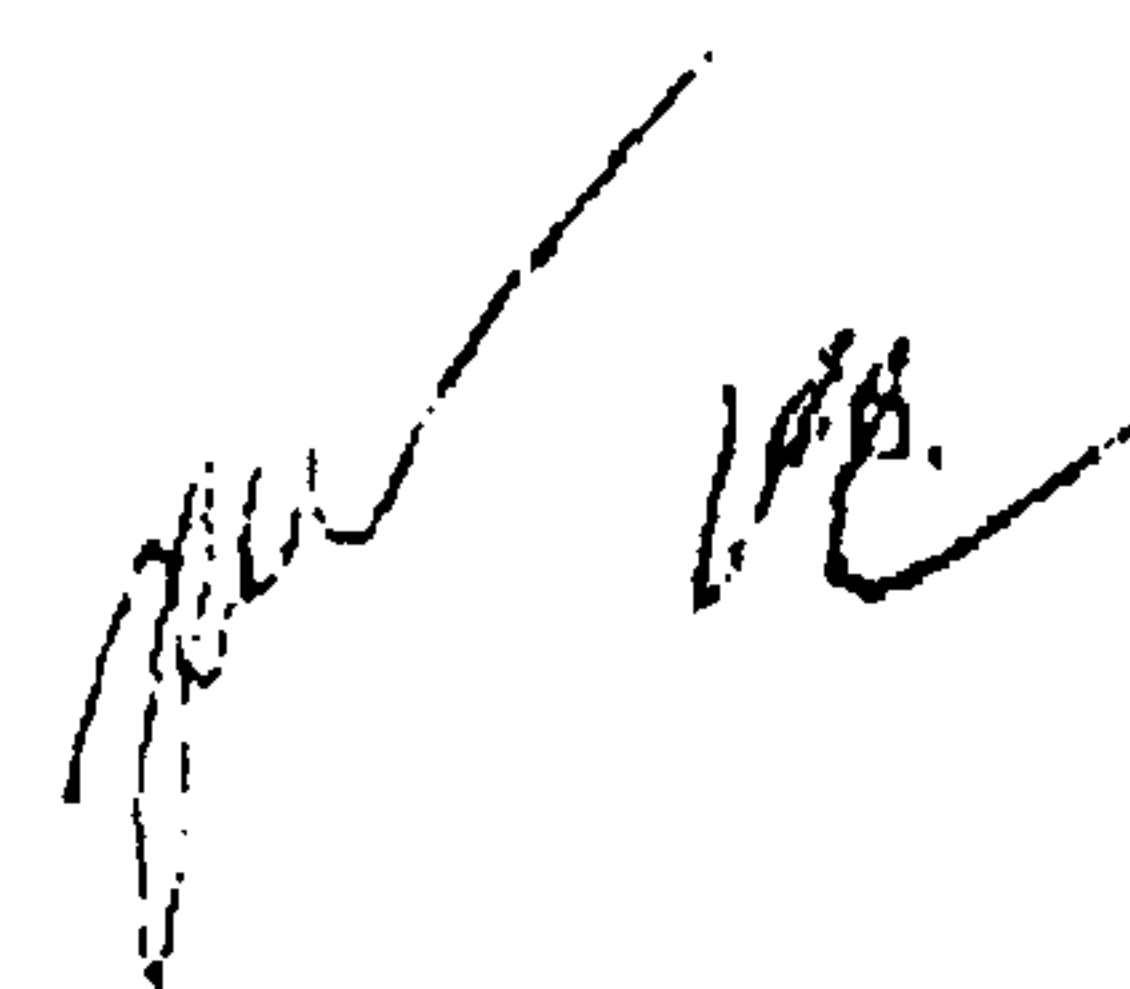

Purchaser's Initials

5. FINANCING. Time is of the essence and Purchaser agrees to furnish Seller a written statement acceptable to Seller, on or before from a mortgage lender, of Purchaser's choice, confirming Purchaser's pre-qualification and Purchaser's compliance with item 1-A of this contract by making application for the loan as states in item 1-A of this contract. ~~The credit report and appraisal fees are to have been paid by Purchaser and the payment is to be confirmed in the letter from the mortgage lender.~~


Seller's Initials


Purchaser's Initials


CHANGE IN MORTGAGE LENDER. In the event Purchaser should change mortgage lender and/or type of loan (from the type stated on the body of the original contract) ~~after the initial loan application is made without the written consent of the Seller, the Purchaser and Seller acknowledge that the terms of the contract are in violation and the Purchaser shall forfeit the earnest money to the Seller, at Seller's option.~~


Seller's Initials


Purchaser's Initials



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① **EARNEST MONEY.** Seller and Purchaser agree that the earnest money shall not be deposited until all terms and conditions of the contract have been agreed upon. The earnest money is to be deposited into the

Or
Broker's Trust Account

Builder's Account

Seller's Initials

Purchaser's Initials

② **EARNEST MONEY OF PURCHASER NOT AT RISK IF APPRAISAL BELOW PURCHASE PRICE.** It is expressly agreed that, notwithstanding any other provisions of the contract, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein if the contract purchase price or cost exceeds the value of the Property established by the appraiser. Purchaser shall however, have the privilege and option of giving timely notice of an election to proceed to close under this contract in the event the value established by the appraiser is less than the purchase price.

Seller's Initials

Purchaser's Initials

9. **LIMITED HOME WARRANTY.** Purchaser has been informed of the opportunity to acquire a limited home warranty. The Purchaser acknowledges that neither *RE/MAX Advantage* nor its Sales Associates have made any representations or statements regarding the terms and conditions of the limited home warranty or the items covered by the limited home warranty, and the Purchaser further acknowledges that he has reviewed the limited home warranty and bases his decision to accept or decline a limited home warranty on this review, and not on any statements or representations made by *RE/MAX Advantage* or its Sales Associates.

Purchaser _____ does _____ does not require a limited home warranty policy to be paid for by:

Seller

Purchaser

Seller's Initials

Purchaser's Initials

10. **LEAD-BASED PAINT.** 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 inspections 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 Initials

Purchaser's Initials

11.

EXTERIOR INSULATION FINISH SYSTEM-SYNTHETIC STUCCO (EIFS)/SYNTHETIC STUCCO MATERIAL. Seller represents that the Property _____ does _____ does not contain buildings, structures or improvements constructed with EIFS/synthetic stucco material. Purchaser acknowledges that (i) neither RE/MAX Advantage nor its agents have made any representations whatsoever relating to the condition, durability, longevity, design or installation of the EIFS/synthetic stucco material, and (ii) that RE/MAX Advantage has recommended that Purchaser have the EIFS/synthetic stucco material inspected by a professional.

Seller's Initials

Purchaser's Initials

(i) PURCHASER ELECTS TO HAVE THE EIFS/SYNTHETIC STUCCO MATERIAL INSPECTED BY A PROFESSIONAL, at

Seller's Expense

Purchaser's Expense

Seller's Initials

Purchaser's Initials

(ii) PURCHASER DECLINES TO HAVE THE EIFS/SYNTHETIC STUCCO MATERIAL INSPECTED BY A PROFESSIONAL, RELEASE RE/MAX Advantage. Purchaser opts not to have the EIFS/synthetic stucco material inspected, and releases RE/MAX Advantage from any and all responsibility for problems with the EIFS/synthetic stucco material which may be discovered in the future, whether they exist now or develop hereafter.

Seller's Initials

Purchaser's Initials

12.

TIME IS OF THE ESSENCE. Purchaser and Seller agree and acknowledge that time is of the essence (meaning that the agreed dates and times are absolutely firm and not merely estimates or approximations.)

Seller's Initials

Purchaser's Initials

ALL OTHER TERMS AND CONDITIONS OF THE SAID SALES CONTRACT SHALL REMAIN THE SAME. IF THE TERMS OF THE SAID CONTRACT AND THE TERMS OF THIS ADDENDUM CONFLICT THEN THIS ADDENDUM SHALL PREVAIL. THE HEREIN AGREEMENT UPON ITS EXECUTION BY BOTH PARTIES IS HEREWITH MADE AN INTEGRAL PART OF THE ABOVE STATED SALES CONTRACT.

Witness

Purchaser

Witness

Purchaser

Witness

Seller

Witness

Seller

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SELLER'S NAME Estate of T.H. Walton DATE 4/12/06
 PROPERTY ADDRESS 263 ac. Jewel Ridge TYPE OF LOAN Cash
 LESS ESTIMATED SELLING EXPENSES: SELLING PRICE \$ 368200

Title Insurance 1/2 \$ 200⁰⁰

Termite Bond or Letter \$ _____

Attorney Fee 1/2 \$ 250⁰⁰

Sales Commission \$ 3682⁰⁰

Discount _____ % \$ _____

Prepayment Penalty \$ _____

Tax Proration \$?

Repairs \$ _____

Home Warranty Plan \$ _____

Other _____ \$ _____

_____ \$ _____

_____ \$ _____

Total Estimated Selling Expenses \$ 4122⁰⁰

LESS:

First Mortgage \$ _____

Second Mortgage \$ _____

Other Encumbrances \$ _____

Total Encumbrances \$ _____

Total Estimated Selling Costs & Encumbrances \$ _____

Estimated Proceeds to Seller

\$ _____
 \$ 30692⁰⁰

The statements and figures presented here, while not guaranteed by RE/MAX Advantage or its agents, are secured from sources we believe to be accurate. The undersigned Seller acknowledges that the above figures are an estimate of the usual closing costs based upon information available at this time but are subject to change.

Elder J. Watkins
 RE/MAX Sales Associate

T.H. Walton
 Seller

Date 4/12/06

Date 4/12/06

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PAID TO THE ORDER OF

Regions A

MAVERICK ENTERPRISES LLC
P.O. Box 310
Albany, AL 36807

DATE 4-12-06

\$ 500.00

DOLLARS

REGIONS A BANK

FOR *Regions A*

⑆000037⑆⑆052005690⑆290448755⑆

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61-56A/225