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Shelby Cnty Judge of Probate, AL  
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**IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA**

**IN THE MATTER OF THE ESTATE  
OF SHAWN HOWARD JOHNSON,  
a minor**

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)  
)

**CASE NO. PR-2004-000559**

**ORDER AUTHORIZING SINGLE TRANSACTION**

This cause came before the Court on Motion to Amend Order on Petition for Single Transaction filed by Beverly Johnson, parent and custodian of Shawn Howard Johnson, a minor child. Due and proper notice of these proceedings having been provided, in strict accordance of law, to those entitled to same, and, the parties appearing, as follows: Beverly Johnson, Petitioner, and her attorney of record, Donna M. Jennings; Vonda Felton, guardian ad litem for the minor child, Shawn Howard Johnson, having been appointed to represent and protect his interest in all matters pertaining to this proceeding; the Court proceeded to a disposition of said matter. The Court, by agreement, treated said motion as a Petition for Approval of Single Transaction, and took oral testimony of record.

It appears that this Court entered on Order Authorizing Single Transaction and an Amended Order Authorizing Single Transaction on November 23, 2004 and December 21, 2004 for a parcel of residential real property located at 1804 Indian Hills Road, Pelham, Alabama, more particularly described as Lot 1, Block 2, according to the map and survey of Indian Hills, second sector, as recorded in Map Book 4, Page 91, in the Probate Office of Shelby County, Alabama. Said property was not sold and therefore was again marketed for sale. On May 10, 2006, the Court entered a further order authorizing the petitioner to sell said property for an amount not less than \$160,000.00, an amount not disproportionate to its fair market value.

The Court notes that the Petitioner first sought authorization to sell the real property in October, 2004. The contact on the property at that time was not consummated, nor were subsequent contracts, due to financing and/or inspection issues. Petitioner has attempted to sell the property for the greater part of the last two and one-half years. The property was listed for several months with an unrelated real estate agent, and no sale was effected.

Petitioner began working as a real estate agent with Exit Realty in March, 2006, and, thereafter, listed the property for sale herself. Petitioner testified that she had made good faith efforts to sell the property, including placing a sign in the yard, listing the property in the Multiple Listing Service, and showing the property. Petitioner testified that approximately fifty agents had shown the property, and that the contract which has been submitted is the highest and best offer received. Other lower offers were received from investors, but no higher offers were received. The contract which has been submitted for the Court's consideration is by a purchaser who is also an agent at Exit Realty; the Court has





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considered any inherent conflict which may exist with respect to such transaction and has also considered an appraisal performed for the prospective purchaser's lender which estimates the property's value at \$170,000.00. Petitioner testified that the property is in need of structural repairs, involving the roof, a retaining wall and plumbing. The property is also in need of cosmetic repairs, including painting and carpet.

The Court is satisfied that substantial efforts have been made to market and sell the property, and that the contract proposed is the highest and best received (discounting contracts which failed to close). Petitioner is unemployed, except for her work as a real estate agent, and she has not yet begun to earn any substantial income in that capacity. Petitioner is solely responsible for the mortgage payments on the property, and the minor child is without income with which to make said mortgage payments. Petitioner fears that, unless the real property is sold, a foreclosure will result. The outstanding mortgage on the property is approximately \$98,000.00.

The Court has considered the foregoing and finds that a sale of the property, and a satisfaction of the mortgage would be in the minor's best interest. The Court authorizes petitioner to sell said property in accordance with the contract attached hereto as Exhibit "A". It is ordered that Petitioner is authorized to execute any and all documents necessary to convey the minor's interest in the property in accordance with the terms of this order; provided, however, that one-half of the net proceeds to seller (representing the minor's one-half interest) be paid by the purchaser and/or closing attorney directly to the Probate Court of Shelby County, Alabama, to be held by the Court pending the purchase of another residence or further order of this Court.

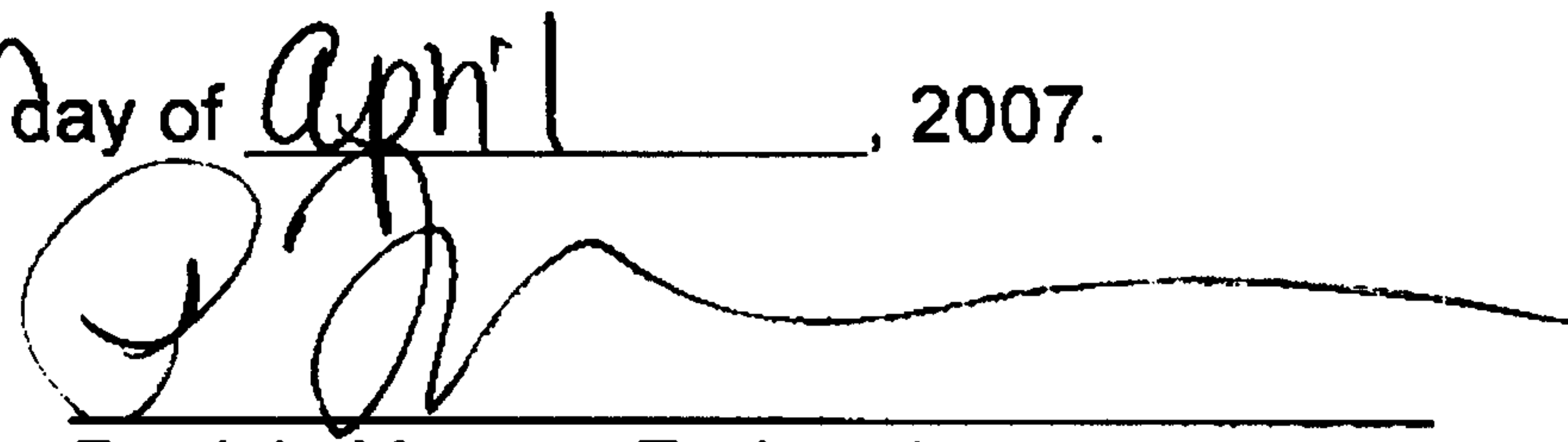
It is ORDERED that any portion of the real estate commission which would be payable to petitioner or the purchaser from the minor's share of the proceeds is disallowed.

Petitioner is ORDERED to file a Report of Sale within thirty days of said sale.

This order shall be effective for a period of six months.

DONE and ORDERED this 4th day of April, 2007.

I certify this to be a true and  
correct copy Patricia Yeager Fuhmeister  
Probate Judge  
Shelby County

  
Patricia Yeager Fuhmeister  
Judge of Probate

**ENTERED AND FILED**

cc: Donna M. Jennings, Esq.  
Vonda Felton, GAL

**APR 04 2007**

Kimberly Melton, Chief Clerk  
Probate Court  
Shelby County, Alabama





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## GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.  
April 26, 2006 (Previous forms are obsolete and no longer)

Date: 3/03/2007

The undersigned Buyer(s) DAVID L. BARTON hereby agrees to purchase and the undersigned  
(Please print exact names in which title will be taken)

Seller(s) Beverly Johnson hereby agrees to sell the following described real estate,  
(Please print exact names in which title is held)

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

Address 1804 Indian Hills Rd, Pelham, AL Zip Code: 35124

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_ Map Book \_\_\_\_\_ Page \_\_\_\_\_  
12 Indian Hills, 2nd Sector

1. Parcel ID: 11-7-36.4-001-019.000  
THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 132,000  
Earnest Money under this Contract shall be \$ 500

(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 ☐ Other  
loan in the amount of \$ \_\_\_\_\_ or 90-95 % of the Purchase Price  
(excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the  
"FHA/VA Amendatory Clause Addendum" must be a part of this Contract. Buyer will apply for financing within \_\_\_\_\_ days (7  
days if left blank), from the Finalized Date and will provide any and all credit, employment, financial and other information  
required by the mortgage lender. "Finalized Date" shall mean the date that appears under the signatures of the parties to this  
Contract. If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing  
written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of  
the appraisal, unless the Seller agrees to sell the Property under this Contract for the appraised value. The Earnest Money shall  
be returned pursuant to the terms of Paragraph 3 below. No term of this financing contingency can be changed without  
written authorization of the Seller.

(B) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not  
to exceed \$ 0 (\$0.00 if left blank). If such repairs exceed this amount and Seller refuses to pay the excess,  
Buyer may pay the excess, or (if not prohibited by Buyer's lender) accept the Property with the limited repairs, or accept the  
above-specified amount at closing as a reduction of the Purchase Price, or Buyer may cancel this Contract by notifying Seller in  
writing within 72 hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs.  
Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs the Contract  
shall be closed as scheduled.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: A loan discount not to exceed 1 % of the  
amount of the approved loan, shall be paid by ☐ Seller ☒ Buyer. All other loan closing costs and prepaid items are to be paid  
by Buyer unless herein stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the  
sale.

2. CLOSING & POSSESSION DATE: The sale shall be closed and the deed delivered on or before 3/31/2007  
\_\_\_\_\_, 20\_\_\_\_. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise,  
possession shall be delivered on 4/01/2007, 20\_\_\_\_ at 12:00 a.m. ☒ p.m. In the event Seller retains  
possession of the Property beyond the date of closing, Seller hereby agrees that upon surrender of the Property to Buyer, the  
Property shall be in the same condition as it was on the day of closing.

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from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any  
form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.



3. **EARNEST MONEY & DEFAULT OF CONTRACT:** Seller and Buyer hereby direct the Listing Company 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 an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03 (4), (5), must either retain the escrowed funds until there is a written mutual release 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, provided, however, that any Claim as defined in Paragraph 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. 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 pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below. In the event of default by Seller, all deposits made hereunder may be returned at the option of Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller pursuant to Paragraph 24 below.

4. **AGENCY DISCLOSURE:** The listing company is EXIT Realty Home & Business  
The selling company is EXIT Realty Home & Business

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.

Buyer's Initials

BJ

Seller's Initials

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5. **HAZARD INSURANCE:** Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the Property at Closing. Buyer shall obtain evidence of insurability at an acceptable premium rate within 7 days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 3 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

6. **TITLE INSURANCE:** Seller agrees to furnish Buyer 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 Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraphs 7 & 9 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property.

7. **SURVEY:** Buyer ☐ does ☒ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property ☐ is ☒ is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be 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. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

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8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, 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. Seller acknowledges that the Property ☐ is ☐ is not currently subject to Class III residential property tax. If Seller states that the Property is Class III and is in error, Seller will reimburse to Buyer any amount of tax which will be incurred between the date of closing and the end of the current tax year which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by General warranty deed (check ☐ if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer 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. Seller understands that the present zoning classification is: Residential. Buyer is encouraged to verify the current zoning classification.

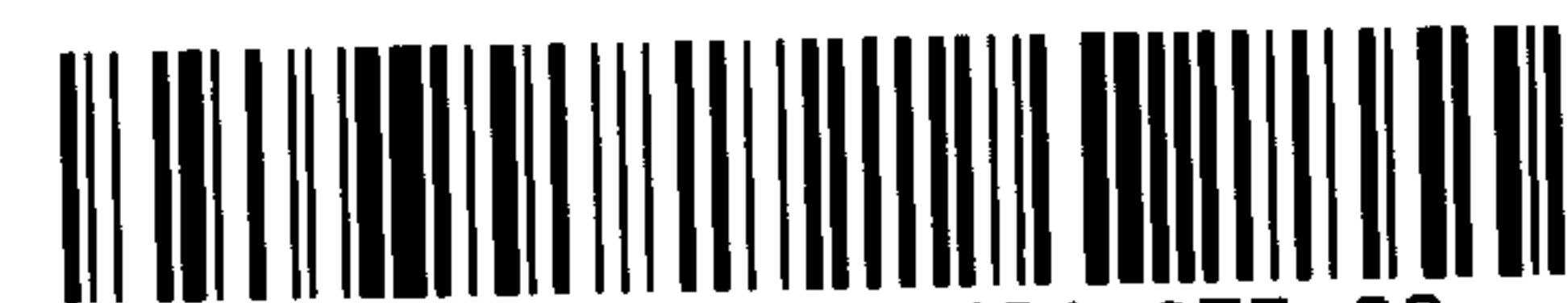
10. **HOME WARRANTY:** Buyer ☐ does ☒ does not require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by ☐ Buyer ☐ Seller at cost not to exceed \$ \_\_\_\_\_. Buyer acknowledges that no broker or sales associate has made any representations or statements regarding the terms or conditions of any Home Warranty Policy or the items covered by any such Policy. The Buyer will personally review the Policy, which will contain certain limitations, exclusions and deductions, and Buyer will base the decision to accept or decline the Policy on this review, and not on any information that may have been provided by any broker or sales associate.

11. **BUYER'S DUTY TO INSPECT:** Buyer understands that Alabama law imposes a duty on Buyer to thoroughly inspect a property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports; rather than allowing the Seller to pay for such inspection reports; or rather than using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the Property. Buyer further understands that if a broker or sales associate is present at or 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, all conditions of the Property are the responsibility of Buyer.

12. **CONDITION OF THE PROPERTY: NEITHER SELLER NOR ANY BROKER OR 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 purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof, subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and 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 until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.

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☐ (A) **SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION:** Buyer agrees to accept the Property in "AS IS" condition, except for ordinary wear and tear. Seller gives no warranties on any systems or appliances being in good working order, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects currently existing in the Property.

Buyer's Initials

Seller's Initials

☒ (B) **SALE OF PROPERTY CONTINGENT UPON INSPECTION:** Buyer requires additional inspections of the Property at Buyer's expense. Within 15 days (10 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property, receive and review the inspection report, and exercise any option set forth below. *Buyer to accept prior home inspection.*

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, in Buyer's sole discretion, may either (a) terminate this Contract, or (b) request in writing in the time frame set forth above that Seller correct the unsatisfactory conditions.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within 5 days (5 days if left blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

(3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 5 days (3 days if left blank) of receipt of Seller's refusal to correct such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest Money pursuant to Paragraph 3 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials

Seller's Initials

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

13. **SEWER/SEPTIC SYSTEMS:** Seller represents that the Property ☒ is ☐ is not connected to sewer, and if so, all connection fees have been paid. If not on sewer, Seller represents that the Property ☐ is ☐ is not connected to a septic system. If Property is on a septic system, Buyer ☐ does ☐ does not require a septic system cleaning and inspection at Buyer's expense. It is recommended if the Property is on a septic system that the Buyer have the septic system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter.

Buyer's Initials

Seller's Initials

14. **TERMITE AND/OR WOOD INFESTATION:**

(A) **TERMITE SERVICE AGREEMENT:** Buyer ☒ does ☐ does not require a termite service agreement. If such agreement is required and Seller has an existing transferable agreement, the agreement will be transferred at ☐ Buyer's ☒ Seller's expense. If a new service agreement is required, the cost shall be at ☐ Buyer's ☒ Seller's expense and the service agreement will be ordered by the party paying for the same. Brokers and sales associates make no representations as to the terms or conditions of any termite service agreement.

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(B) **WOOD INFESTATION REPORT:** Buyer ☒ does ☐ does not require a Wood Infestation Report. If required by Buyer, lender or pest control company, the cost of the Wood Infestation Report shall be at Buyer's expense and Buyer shall order the report.

Buyer's Initials






Seller's Initials





15. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** The seller of any interest in residential real property built before January 1, 1978 is required by federal law 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. The Property ☒ was ☐ was not built prior to January 1, 1978. *Seller's Initials* . If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure in attached hereto as Addendum #

16. **BUYER'S FINAL INSPECTION:** Buyer has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under Paragraph 12(B) above have been satisfied, if 12(B) was selected; (b) the systems as described under the NOTE in 12(B) above are functioning; and (c) no new defects to the Property have occurred, other than ordinary wear and tear since acceptance under Paragraph 12 above. If the Property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any unsatisfactory conditions requested by Buyer pursuant to Paragraph 12(B) above, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Paragraph 3 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. After closing, all conditions of the Property are the responsibility of the Buyer.

17. **DISCLAIMER:** Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the 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, arsenic in treated wood, toxic mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree 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.

Buyer's Initials





Seller's Initials





18. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or 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 closing.

19. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.

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20. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed. If the Property is destroyed or materially damaged between the Finalized Date and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this Contract and recovering the Earnest Money pursuant to Paragraph 3 above, provided that notice of cancellation is received 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.

21. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ do not agree to share the fees of a closing attorney, who will represent the mortgage lender, if the sale is financed. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract and the closing thereof by an attorney of their own choosing at their own expense.

22. **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 unless otherwise agreed to herein, shall be unencumbered at the time of closing, and shall be only that personal property which is currently on the premises and included on the itemized list attached hereto as Addendum # (said list to be specific as to description and location of such items).

23. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer.

24. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. ~~EACH PARTY ACKNOWLEDGES THAT HE OR SHE IS KNOWINGLY WAIVING THE RIGHT TO A TRIAL BY JURY RELATING TO ALL CLAIMS.~~ All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials

Seller's Initials

25. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party so executing it upon the receipt of the signature by any other party.

26. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # \_\_\_\_\_ which shall be signed by all parties and shall be part of this Contract.

*This contract is contingent upon acceptance by the guardian AT Litem/Court for the seller's minor child's interest (Shawn Howard Johnson.)*

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27. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

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

Disclosures: David L Barton, Buyer, is an agent of Exit Realty Home & Business.  
Beverly Johnson, Seller, is also an agent of Exit Realty Home & Business.

EXIT Realty Home & Business represents both parties in this transaction.

*[Handwritten initials]* This property is owned jointly by Beverly Johnson and the trust of her minor child, Shawn Johnson, and it's sale is subject to court approval. Buyer is aware and accepts this.

**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.**

*[Handwritten signature]*  
Witness to Buyer's Signature

*[Handwritten signature]*  
Buyer (Date)

Witness to Buyer's Signature

Buyer (Date)

*[Handwritten signature]*  
Witness to Seller's Signature

*[Handwritten signature]* 3-3-07  
Seller (Date)

Witness to Seller's Signature

Seller (Date)

Finalized Date: March 03, 2007  
(Date on which last party signed or initialed acceptance of final offer)

**EARNEST MONEY:** Receipt of the earnest money in the amount identified in Paragraph 1 is hereby acknowledged.

☐ CASH ☒ CHECK

LISTING COMPANY: EXIT REALTY Home & Business By: *[Handwritten signature]* DATE 3-3, 2007

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## Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

Client: LARRY BARTON

Property: INDIAN HILL ROAD  
PELHAM, AL

Estimator: EDDIE J. DOROUGH  
Company: HMA, INC

Business: (205) 956-1820

Type of Estimate: REPAIRS

Date Assigned: 01/30/2007

Estimate: BARTON

Mr. Barton,

Thank you for allowing us to quote your project. The attached proposal is forwarded for your review and evaluation. I trust items covered in the breakdown are conclusive and meet your expectations of the scope of work to be performed. Please do not hesitate to call me or e-mail me for clarification on any of the outlined work tasks and/or omissions pertaining to the subject matter.

If the summary of work meets your expectations, notify me as soon as possible for an Authorization To Proceed form for you to sign and return by mail or fax for scheduling.

Home Maintenance Associates, Inc.  
4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242  
Fax: 205-314-5799  
E-mail: edorough@hmainc.net

We are pleased and thank you for choosing our company for this project. Once we receive our file copy, the project will be scheduled with the Project Manager, Tom Williams. The Authorization To Proceed will be our notice to proceed and Tom will contact you for scheduling. In addition, he will act as your contact person throughout the performance period. Our office hours from 8:30 A.M. to 5:00 P.M., Monday through Friday. After hours, messages can left at any time by dialing 205-956-1820.

If you have any questions please give me a call.

Sincerely,

Eddie Dorough, Estimator



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# Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

BARTON

Room: Den/Living

LxWxH 15'8" x 11'5" x 8'0"

DESCRIPTION	TOTAL
Remove Wallpaper	164.67
Prep wall - no drywall repair	58.50
Paint the walls and ceiling	330.58
Paint crown molding	40.63
Paint chair rail	37.38
Paint baseboard	60.13
Paint door openings	45.36
Remove Carpet - Standard grade	33.98
Carpet - Standard grade	551.25
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	80.49
<b>TOTAL</b>	<b>1402.97</b>

Room: Living Room

LxWxH 16'4" x 11'6" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	341.91
Paint baseboard	61.79
Paint door openings	30.24
Paint window sill	7.38
Remove Carpet - Standard grade	35.69
Carpet - Standard grade	578.91
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	84.53
<b>TOTAL</b>	<b>1140.45</b>



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# Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

Room: Foyer/Entry

LxWxH 8'8" x 7'6" x 8'0"

Subroom 1: Offset

LxWxH 5'0" x 2'9" x 8'0"

## DESCRIPTION

## TOTAL

Drywall patch, ready for paint	36.83
Paint the walls and ceiling	249.17
Paint chair rail	33.00
Paint baseboard	53.09
Paint door slabs	30.46
Paint door openings	60.48
<b>TOTAL</b>	<b>463.03</b>

Room: Kitchen

LxWxH 14'8" x 11'8" x 8'0"

Subroom 1: Pantry

LxWxH 1'11" x 1'10" x 8'0"

## DESCRIPTION

## TOTAL

Carpenter - repair - adjust doors	50.09
R&R Sink - double	285.59
R&R Sink faucet - Kitchen	170.16
R&R Plumbing fixture supply lines	25.56
Garbage disposer - Detach & reset	64.55
Detach & Reset Range - freestanding - electric	35.04
R&R Countertop - post formed plastic laminate	717.71
R&R Chair rail	100.47
Paint cabinetry - outside faces only	883.94
Paint the walls and ceiling	354.22
Paint crown molding	45.13
Paint chair rail	41.52
Paint baseboard	66.79
Paint door slabs	30.46
Paint door openings	45.36
Paint window sill	3.69
Paint wood shelving	25.82
<b>TOTAL</b>	<b>2946.10</b>



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# Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

Room: Hallway

Subroom 1: Closet

LxWxH 18'10" x 3'2" x 8'0"

LxWxH 3'1" x 1'7" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	265.24
Paint baseboard	59.20
Paint door slabs	91.38
Paint door openings	90.72
Paint wood shelving	43.42
Remove Carpet - Standard grade	12.26
Carpet - Standard grade	198.86
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	29.03
<b>TOTAL</b>	<b>790.11</b>

Room: Bathroom

Subroom 1: Tub offset


Subroom 2: Linen

LxWxH 7'0" x 4'5" x 8'0"

LxWxH 5'0" x 2'8" x 8'0"

LxWxH 2'3" x 1'7" x 8'0"

DESCRIPTION	TOTAL
Paint the ceiling	25.82
Paint part of the walls	99.00
Paint door slab	45.69
Paint door openings	45.36
Paint wood shelving	31.68
Paint vanity - outside faces only	112.68
Remove Carpet - Standard grade	5.87
Carpet - Standard grade	95.27
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	13.91
<b>TOTAL</b>	<b>475.28</b>

  
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## Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

Room: Master Bedroom  
Subroom 1: Closet

LxWxH 16'0" x 13'2" x 8'0"  
LxWxH 7'2" x 2'0" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	452.70
Paint baseboard	85.10
Paint door slabs	91.38
Paint door openings	60.48
Paint wood shelving	26.40
Paint window sill	7.38
Remove Carpet - Standard grade	42.75
Carpet - Standard grade	693.45
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	101.25
<b>TOTAL</b>	<b>1560.89</b>

Room: Master Bath  
Subroom 1: Offset

LxWxH 6'5" x 5'7" x 8'0"  
LxWxH 3'1" x 2'6" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	175.43
Paint baseboard	39.04
Paint door slab	15.23
Paint door opening	15.12
Paint vanity - outside faces only	112.68
Paint medicine cabinet	16.09
Paint window sill	3.69
<b>TOTAL</b>	<b>377.28</b>



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# Home Maintenance Associates, Inc.

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Room: Bedroom 2  
Subroom 1: Closet

LxWxH 10'6" x 10'2" x 8'0"  
LxWxH 5'0" x 3'2" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	315.32
Paint baseboard	64.01
Paint door slabs	45.69
Paint door openings	45.36
Paint wood shelving	17.60
Paint window sill	3.69
Remove Carpet - Standard grade	23.29
Carpet - Standard grade	377.80
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	55.16
<b>TOTAL</b>	<b>947.92</b>

Room: Bedroom 3  
Subroom 1: Closet

LxWxH 10'6" x 10'2" x 8'0"  
LxWxH 7'10" x 1'10" x 8'0"

DESCRIPTION	TOTAL
Paint the walls and ceiling	327.48
Paint baseboard	67.34
Paint door slabs	45.69
Paint door openings	45.36
Paint wood shelving	28.16
Paint window sill	3.69
Remove Carpet - Standard grade	23.01
Carpet - Standard grade	373.27
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	54.50
<b>TOTAL</b>	<b>968.50</b>



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# Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
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Room: Basement Den  
Subroom 1: Closet

LxWxH 21'0" x 14'10" x 8'0"  
LxWxH 3'3" x 2'9" x 8'0"

DESCRIPTION	TOTAL
Refasten loose paneling	25.15
Paint the ceiling	173.04
Paint part of the walls	180.72
Paint chair rail	57.73
Paint door slab [1]	15.23
Paint door opening [1]	15.12
Remove Carpet - Standard grade	60.88
Carpet - Standard grade	987.58
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	144.20
<b>TOTAL</b>	<b>1659.65</b>

Room: Basement Room

LxWxH 12'3" x 11'2" x 7'7"

DESCRIPTION	TOTAL
R&R Chair rail	119.88
Baseboard	115.20
Paint the walls	191.78
Paint chair rail	32.31
Paint baseboard	51.98
Paint door openings	30.24
Remove Carpet - Standard grade	25.99
Carpet - Standard grade	421.59
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	61.55
<b>TOTAL</b>	<b>1050.52</b>



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## Home Maintenance Associates, Inc.

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Room: Basement Office

LxWxH 11'2" x 8'10" x 7'7"

DESCRIPTION	TOTAL
Electrical repair - Minimum charge - conceal cables	210.00
Baseboard	98.40
R&R Suspended ceiling system	315.65
Paint the walls	163.80
Paint chair rail	27.60
Paint baseboard	44.40
Paint door slab	15.23
Paint door openings	30.24
Remove Carpet - Standard grade	18.74
Carpet - Standard grade	303.99
15 % waste added for Carpet - Standard grade.	
R&R Carpet pad - Standard grade	44.39
<b>TOTAL</b>	<b>1272.44</b>


Room: Garage

LxWxH 27'9" x 26'7" x 8'0"

Subroom 1: Porch Offset

LxWxH 19'9" x 3'0" x 8'0"

DESCRIPTION	TOTAL
Seal block with masonry sealer	592.00
Clean concrete on the floor	111.57
<b>TOTAL</b>	<b>703.57</b>

  
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# Home Maintenance Associates, Inc.

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Room: Exterior Paint

DESCRIPTION	TOTAL
<b>Exterior paint includes:</b>	
* Remove all loose & peeling paint	
* Prime all exposed wood	
* Caulk joints as required	
* Apply [2] coats of Benjamin Moore paint to exterior painted surfaces matching existing colors as close as possible	
Pressure wash exterior painted surfaces	240.02
Paint fascia - wood	193.64
Paint soffit	868.00
Paint frieze trim	125.66
Paint siding	273.24
Paint gable vent	41.32
Paint door slabs	46.60
Paint door openings	30.24
Paint columns	88.32
Paint ornamental iron handrail	212.80
Paint overhead doors	121.20
Paint garage door opening & trim	47.37
<b>TOTAL</b>	<b>2288.41</b>

Room: GUTTERS/DOWNSPOUTS

DESCRIPTION	TOTAL
R&R Gutter / downspout - aluminum - up to 5"	926.64
<b>TOTAL</b>	<b>926.64</b>

Room: Front Elevation

DESCRIPTION	TOTAL
<b>RIGHT SIDE</b>	
R&R Fascia - 1" x 6" #2 pine - approx. 16 LFT	40.56
R&R Soffit - wood - approx. 12 LFT	39.60
<b>TOTAL</b>	<b>80.16</b>



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## Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

Room: Roof

DESCRIPTION	TOTAL
R&R Sheathing - plywood - 1/2" CDX Approx. 32 sq ft	147.84
Roofing repair - Minimum charge - replace damaged shingle - max. 1 sq	300.00
Apply mastic around chimney flashing	46.95
<b>TOTAL</b>	<b>494.79</b>

Room: Right Elevation

DESCRIPTION	TOTAL
R&R Siding - hardboard - lap pattern - approx. 16 LFT	124.48
<b>TOTAL</b>	<b>124.48</b>

Room: Retaining Wall

DESCRIPTION	TOTAL
Remove Railroad ties	771.04
(Install) Railroad ties	622.52
Excavate by hand	808.80
Foundation drainage system	1,337.60
<b>TOTAL</b>	<b>3539.96</b>

Room: General

DESCRIPTION	TOTAL
Haul debris	97.76
Material delivery	150.87
General clean - up	170.96
Note: Any additional items or damage discovered will be an extra charge over and above the contract price.	
<b>TOTAL</b>	<b>419.59</b>



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# Home Maintenance Associates, Inc.

4000 Eagle Point Corporate Drive  
Birmingham, Al. 35242

## Summary for REPAIRS

Line Item Total			23,632.74
Material Sales Tax	@ 9.000% x	9,512.17	856.10
Subtotal			24,488.84
Profit	@ 15.0% x	24,488.84	3,673.33
TOTAL ESTIMATE			28,162.17
			28,162.17

EDDIE J. DOROUGH

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**HOMEVESTORS**  
AMERICA'S #1 HOME BUYER

Dear Ms. Johnson,

We are submitting to you a written offer on your home located at 1804 Indian Hills Road in the amount of \$101,000. This offer is a cash offer and we can close normally within 5 to 7 business days. We will pay all \*normal closing cost and buy the home in "as-is" condition. This offer is good until the close of business on February 5, 2007.

If you have any questions please do not hesitate to call me at 967-1569.

Sincerely,

  
Bryan Miles

\*If there is a lien on your property and or if any taxes are owed up to the day of closing you would be required to pay



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