

TRUSTEE'S DEED

THIS DEED made this the 5th day of November, 2008, between the Bankruptcy Estate of Gary F. Birchfield and Juanell D. Birchfield, Bankruptcy Case # 07-05776-BGC-7, United States Bankruptcy Court, Northern District of Alabama, Southern Division, by and through its duly appointed Trustee in Bankruptcy, André M. Toffel, in his capacity as Trustee and not individually, (hereinafter referred to as "Grantor") and William Todd Larry and Christine S. Larry, (hereinafter referred to as "Grantee"), pursuant to and authorized by Order of the said Bankruptcy Court dated October 14, 2008, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

WITNESSETH

WHEREAS, on December 7, 2007, a voluntary petition for relief under Chapter 7 of the Bankruptcy Code was filed by the debtor, Gary F. Birchfield, and Juanell D. Birchfield, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, case number 07-05776-BGC-7.

WHEREAS, on or about January 16, 2008, Grantor was duly appointed as Trustee of said estate, that he qualified as such Trustee and entered into proper bond, and that Grantor has continued to act and is now acting and serving as such Trustee, and,

WHEREAS, the Bankruptcy Clerk of the Court issued notice to all parties in said bankruptcy case on September 19, 2008, pursuant to the Grantor's Motion for Authority to Sell Property of the Estate by Private Sale, Free and Clear of All Liens, Interests or Other Encumbrances, attached as Exhibit "B", and the Bankruptcy Court having issued its Order Authorizing the said Sale, said Order being attached hereto as Exhibit "A".

NOW THEREFORE, by virtue of the power and authority granted the Grantor to sell property of the Bankruptcy Estate pursuant to the provisions of 11 U.S.C. Section 363, and in consideration of the sum of SIX HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$627,500.00) paid to Grantor in hand by the Grantee, receipt of which is hereby acknowledged, the Grantor does hereby transfer unto the said Grantee, all of the Grantor's right, title and interest, including any rights of redemption, in and to the following described real property located in Shelby County, Alabama, to-wit:

Lot 3, according to the Map and Survey of Eagle Point, 19<sup>th</sup> Sector, as recorded in Map Book 30, Page 129, in the Probate Office of Shelby County, Alabama.

Address: 1020 Eagle Hill Drive, Birmingham, Alabama 35242

\*\$410,000.00 of the purchase price was paid with a contemporaneous purchase money mortgage\* together with all of the appurtenances, fixtures and improvements thereon and also all of the estate which the said Grantor had in said premises at the date of the present conveyance. This property is not the homestead of the Gary F. Birchfield and Juanell D. Birchfield.

This conveyance is made free and clear of all liens and encumbrances as authorized by that certain Order of the United States Bankruptcy Court dated October 14, 2008, and is made subject to

all restrictions and exceptions of record.

TO HAVE AND TO HOLD unto the said William Todd Larry and Christine S. Larry, said real property being conveyed "as is" and Grantor gives no guarantee or warranty regarding the condition, fitness, or environmental status of the real property conveyed herein.

IN WITNESS WHEREOF, the Grantor, in his representative capacity as Trustee in Bankruptcy and not individually, has hereunto set his hand and seal the day and year first above written.

THE BANKRUPTCY ESTATE OF  
Gary F. Birchfield and Juanell D. Birchfield

By: Andre M. Toffel, as Trustee  
Andre' M. Toffel, as and only as Trustee  
in Bankruptcy and not individually

STATE OF ALABAMA )  
JEFFERSON COUNTY )


I, Janet R Craft, a Notary Public in and for said County, in said State, hereby certify that Andre' M. Toffel, as Trustee in Bankruptcy and not individually, whose name as Trustee in Bankruptcy of Gary F. Birchfield and Juanell D. Birchfield, and not individually, signed the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, in his capacity as such Trustee in Bankruptcy and not individually, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of November,  
2008.

Janet R Craft  
NOTARY PUBLIC  
My commission expires 2/27/11

Exhibit A

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

  
20081121000446940 3/30 \$315.50  
Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/GERT

IN RE:

GARY BIRCHFIELD, AND  
JUANELL D. BIRCHFIELD,

DEBTOR.

}  
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}  
}  
}  
}

CASE NO. 07-05776-BGC-7  
CHAPTER 7 CASE

ORDER

This matter having come before the Court on October 8, 2008 on the Trustee's Motion to Sell Real Property by Private Sale Free and Clear of all Liens, Interests or Other Encumbrances with respect to real property bearing the address of 1020 Eagle Hill Drive, Birmingham, Alabama 35242. Appearances were noted in the record.

There were no objections filed prior to the hearing. Susannah Walker, one of the attorneys for Countrywide Home Loans ("Countrywide"), first mortgage holder on the real property, voiced a limited objection regarding the satisfaction of that mortgage. The Trustee stated that he was in the process of working out an agreement with Countrywide as to the amount necessary to satisfy their first mortgage. The Trustee further stated that he would finalize that agreement and pay that amount at closing.

Accordingly, it is **ORDERED, ADJUDGED AND DECREED** that the Trustee's Motion to Sell Real Property by Private Sale Free and Clear of all Liens, Interests or Other Encumbrances is hereby **APPROVED**. The Trustee is hereby authorized to pay the mortgage debts, including but not limited to the full amount owed to Countrywide or such other amount as Countrywide will agree to accept in full satisfaction, closing costs and other expenses as set out in the Motion. The Trustee is hereby authorized to sign all documents necessary to effectuate the sale.

DONE and ORDERED this 14<sup>th</sup> day of October, 2008.

/s/Benjamin Cohen  
BENJAMIN COHEN  
United States Bankruptcy Court

xc: Debtor  
Attorney for Debtor  
Trustee  
Bankruptcy Administrator  
Statistical Clerk

This Order prepared by:  
André M. Toffel, Trustee  
1929 Third Avenue North, Ste 400  
Birmingham, AL 35203  
(205) 252-7115



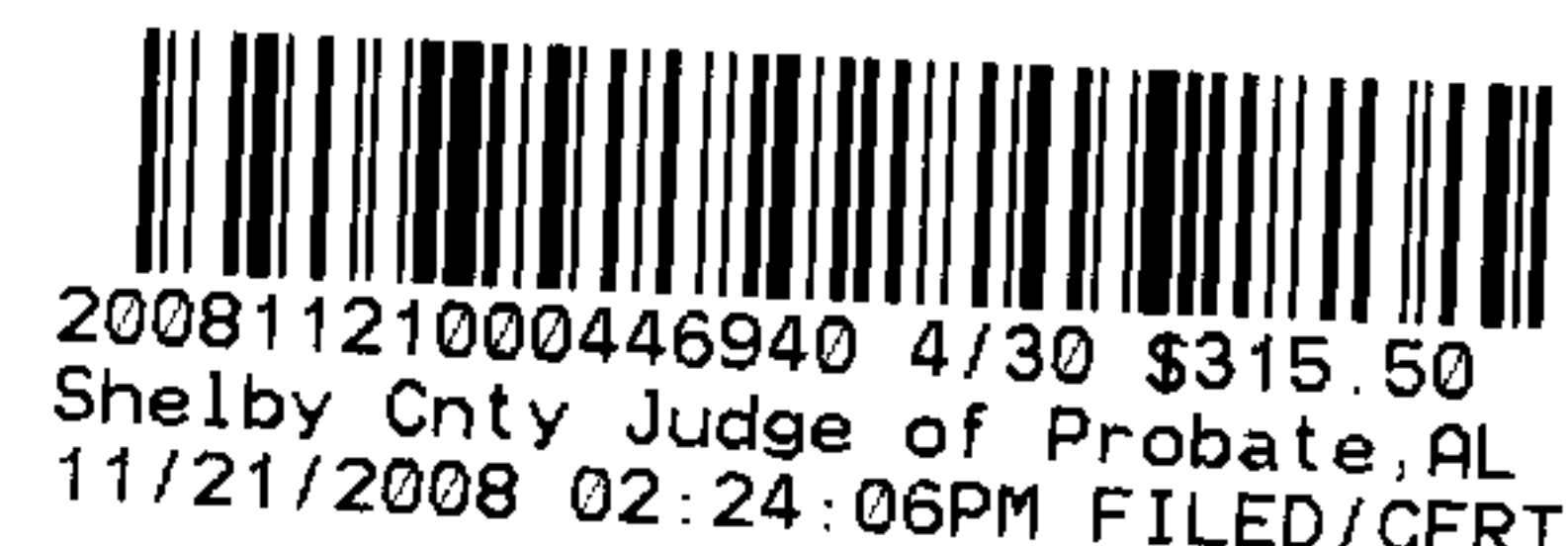
District/Off: 1126-2  
 Case: 07-05776-BGC7

User: ccurry  
 Form ID: pdf000

Date Created: 10/14/2008  
 Total: 21

**Recipients of Notice of Electronic Filing:**

tr	Andre' M Toffel	amt-trustee@wwisp.com
aty	Andre' M. Toffel	ATOFFEL@WWISP.COM
aty	Burt W Newsome	burt@newsomelawllc.com
aty	Devin J Oddo	djoddo@martynlawfirm.com
aty	Diane C Murray	ndbankruptcy@sirote.com
aty	Max C. Pope, Jr	maxpope@bellsouth.net
aty	Ted Stuckenschneider, P.C	ts@stuckenlaw.com
aty	Vernie Edward Freeman	kierce@bellsouth.net




TOTAL: 8

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

db	Gary F. Birchfield	2140 Rabbit Branch Road	Cropwell, AL 35054
jdb	Juanell D. Birchfield	2140 Rabbit Branch Road	Cropwell, AL 35054
cr	GE Money Bank c/o Recovery Management Systems Corporation		Attn: Ramesha Singh 25 S.E. 2nd Avenue, Suite 1120 Miami, FL 33131-1605
atytr	Andre' M. Toffel	Andre' M. Toffel, PC	1929 3rd Avenue No., Ste 4 4th Floor Farley Bldg Birmingham, AL 35203
r	K. Oliver & Associates, Inc.		5719 Woodland Trail Trussville, AL 35209
app	Kathryn Oliver	K Oliver & Associates Inc	5719 Woodland Trail Trussville, AL 35173
cr	Castellini Company, LLC		820 Superior Ave., NW, 10th Floor Cleveland, OH 44113
cr	Regions Bank		P.O. Box 382753 Birmingham, AL 35238
cr	First Financial Bank	c/o V Edward Freeman II	118 No 18th Street Bessemer, AL 35020
r	Re/Max Southern Homes	c/o Frank Wildman	903 Montgomery Highway Birmingham, AL 35216
cr	Recovery Management System Corporation		attn: Ramesh Singh 25 SE 2nd Ave Ste 1120 Miami, FL 33131-1605
aty	E. B. Harrison Willis	Andre' M. Toffel P.C.	1929 3rd Avenue North Ste. 400 Birmingham, AL 35203
smg	Valrey Early	BA Birmingham	1800 5th Avenue North Birmingham, AL 35203

TOTAL: 13

UNITED STATES BANKRUPTCY COURT  
For the Northern District of Alabama  
Southern Division

  
20081121000446940 5/30 \$315.50  
Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

RE: Gary Birchfield

Juanell D. Birchfield

CASE NUMBER: 07-05776-BGC-7

I, Scott W. Ford , CLERK of Bankruptcy Court in and for said District, do hereby certify that the attached copy of The Motion To Sell Real Property By Private Sale Free And Clear Of All Liens, Interests Or Other Encumbrances and Order Approving The Sale in the case of Gary and Juanell D. Birchfield debtors, Case No. 07-05776-BGC-7 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.


In testimony whereof I have hereunto set my hand at Birmingham, Alabama in said District, this 4th day of November, 2008.

Scott W. Ford, Clerk  
United States Bankruptcy Court  
for the Northern District of Alabama

By:   
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]  
Date of issuance: November 4, 2008.

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

  
20081121000446940 6/30 \$315.50  
Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

IN RE:

GARY BIRCHFIELD, AND  
JUANELL D. BIRCHFIELD,

DEBTOR.

}  
}  
}  
}  
}  
}

CASE NO. 07-05776-BGC-7  
CHAPTER 7 CASE

**MOTION TO SELL REAL PROPERTY BY PRIVATE SALE  
FREE AND CLEAR OF ALL LIENS, INTERESTS OR  
OTHER ENCUMBRANCES**


COMES NOW the Trustee, André M. Toffel, by and through his attorney, and gives notice, pursuant to the Federal Rules of Bankruptcy Procedure 2002 and 6004, of his intent to sell certain real property free and clear of liens, interests and/or other encumbrances pursuant to Title 11 United States Code Section 363(f) as described below, and moves this Honorable Court for an Order authorizing the Trustee to sell the real property and as grounds for said motion, states the following:

1. André M. Toffel is the duly appointed Trustee in the above-styled case.
2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334(b). This matter is a core proceeding under 28 U.S.C. Section 157.
3. The Trustee proposes to sell all of the estate's right, title, and interest in the real property whose address is 1020 Eagle Hill Drive, Birmingham, Alabama 35242 (hereinafter the "real property") and more specifically described as :

Lot 3, according to the Map and Survey of Eagle Point, 19<sup>th</sup> Sector, as recorded in Map Book 30, Page 129, in the Probate Office of Shelby County, Alabama.

4. Upon information and belief, the real property is currently titled in the name of Gary F. Birchfield and Juanell D. Birchfield (hereinafter the "Debtor"). Upon



  
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Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

information and belief, the Debtor does not claim a homestead exemption in this real property.

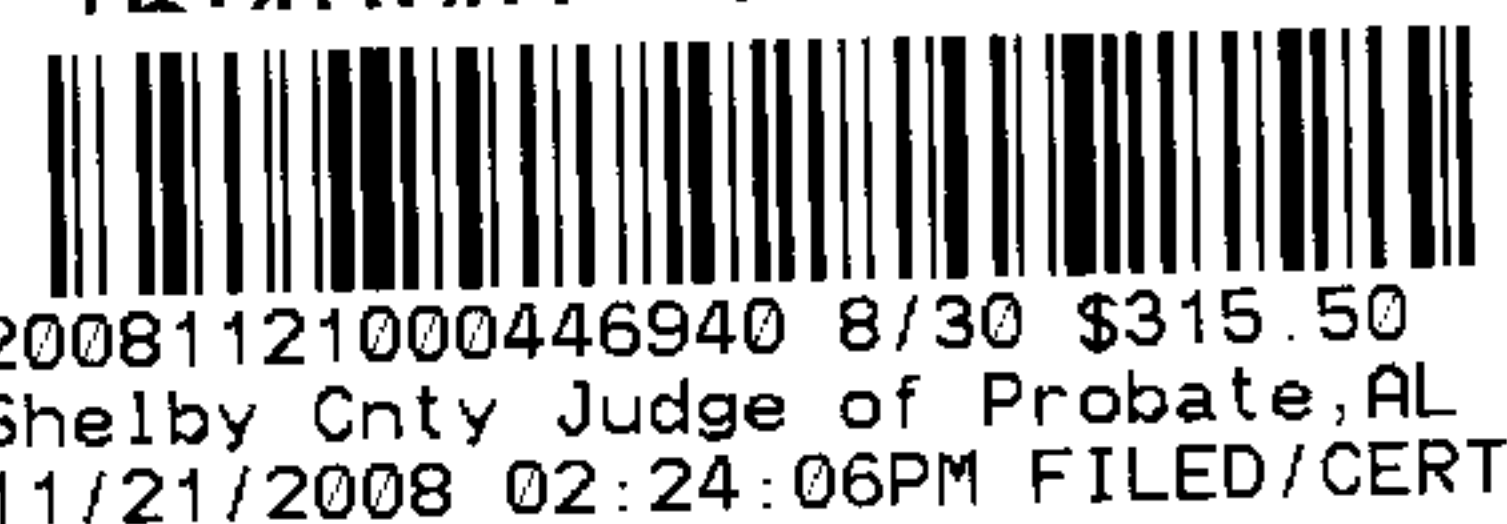
5. The Trustee proposes to sell the above-described real property free and clear of any and all mortgages, liens, interests and/or other encumbrances **by private sale to W. Todd Larry and Christine S. Larry for \$627,500.00**. Please see a copy of the Contract for Sale and Purchase attached hereto as Exhibit "A". All liens, interests and/or encumbrances shall attach to the proceeds of such sale to the same extent and with the same priority as said liens, interests and/or encumbrances presently attach to the subject real property. The Trustee reserves the right to contest the validity, priority and/or extent of any such claim, lien or other interest by contested matter or by adversary proceeding, if applicable.

6. The real property shall be sold "AS IS" and the Trustee shall give no guarantee or warranty as to the property sold.

7. Upon information and belief, there are two mortgages or encumbrances against the subject realty.

a) Countrywide Home Loans ("Countrywide"), presently has a first mortgage on the real property previously recorded as Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender. On the date of closing, Countrywide will be owed approximately \$450,000.00.

b) Regions Bank has a second mortgage on the real property. On the date of closing, Regions Bank will be owed approximately \$170,000.00, but the Trustee has reached an agreement with Regions Bank on their debt in order to produce equity for the unsecured creditors in this estate.



8. The Trustee proposes to sell the above described real property, pay the mortgage to Countrywide in the approximate amount of \$450,000.00, Regions Bank has consented to accept a reduced amount of one half (1/2) of the net proceeds from the sale as settlement in full of its mortgage, pay all Administrative Expenses associated with the sale, including but not limited to title binder costs, taxes, closing attorney's fees, and any other closing costs in full, with the remaining proceeds to be held by the Trustee pending further Order of this Court.

9. Upon information and belief, it appears that the estate will gain approximately \$30,000.00, which is one-half (1/2) of the anticipated net proceeds from the instant sale, after all of the above payments are made as set forth in paragraph 7 above.

10. IF YOU CLAIM A LIEN ON OR AN INTEREST IN ANY OF THE PROPERTY WHETHER OR NOT IT IS SET FORTH HEREIN ABOVE, YOU SHOULD IMMEDIATELY MAKE SUCH LIEN OR INTEREST KNOWN TO THE TRUSTEE AND THE COURT. THIS PROPOSED SALE MAY AFFECT YOUR RIGHTS UNDER TITLE 11 UNITED STATES CODE SECTION 363.

WHEREFORE, upon the above stated premises, the Trustee moves this Honorable Court to:

A. Pursuant to Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure, Order the date, time and place of the hearing on this Notice and Motion to Sell real property of the estate and the time within which objections to said Notice and Motion shall be filed and served upon the Trustee;



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Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

B. At such hearing, issue an Order authorizing the sale free and clear of all liens, interests, and/or other encumbrances as proposed above.

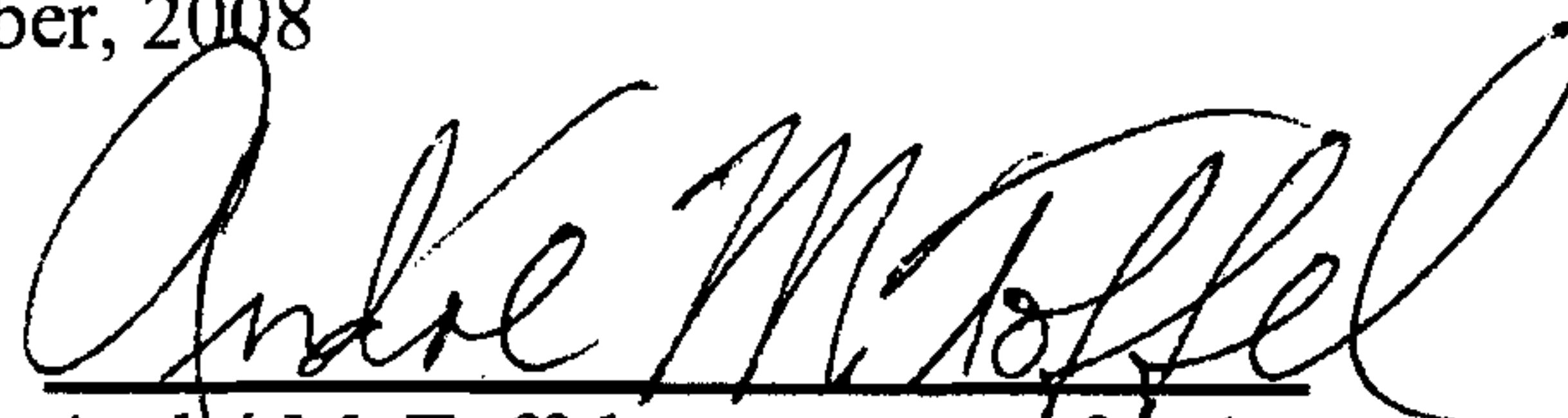
C. Pursuant to Rule 6004(f)(2) of the Federal Rules of Bankruptcy Procedure, authorize the Trustee to execute any instruments necessary or ordered by the Court to effectuate the transfer of the real property described above, including, but not limited to, a Trustee's Deed conveying all of the right, title, and interest of the Trustee to the said purchasers;

D. Order that if there is a dispute among the interested parties or Trustee on the real property as to the validity, amount, or priority, of any such lien or claim, such sale is approved and confirmed on the basis requested, and the Trustee is directed to hold the net proceeds, subject to payment upon proper application for professional fees and other administrative expenses pursuant to Title 11 United States Code Sections 330, 506, 724 or any other applicable code sections and to bring an adversary proceeding to resolve said disputes. This right is reserved notwithstanding any other provision of this Order.

E. Order that the liens, and/or interest of parties named herein attach to the net proceeds of the sale in accordance with their interest or relative priority as to be established by applicable state and federal law subject to further order of this Court.

F. Grant such other, further and different relief as may be necessary to effectuate the sale of the assets.

Dated this the 17th day of September, 2008

  
André M. Toffel, as attorney for the  
Trustee

**OF COUNSEL:**

André M. Toffel, P.C.  
1929 3<sup>rd</sup> Avenue North, Ste. 400  
Birmingham, AL 35203  
(205) 252-7115



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Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Motion has been served upon the following electronically, by mailing a copy of same via First Class U.S. Mail, postage prepaid and properly addressed this 17<sup>th</sup> day of September, 2008

Jon Dudeck, Esq.  
Bankruptcy Administrator's Office  
1800 5th Ave N  
Birmingham, AL 35203

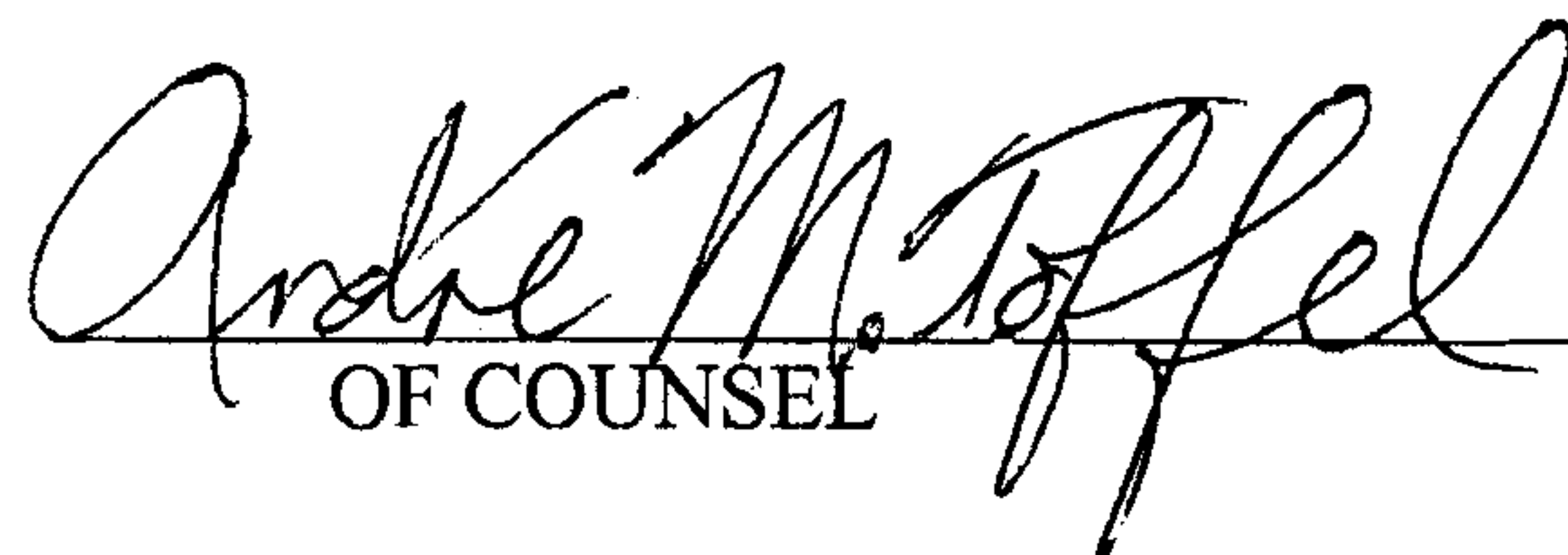
Gary and Juanell Birchfield  
2140 Rabbit Branch Road  
Birmingham, AL 35054

Bert Newsome, Esq.  
Attorney for Regions Bank  
P O Box 382753  
Birmingham, AL 35238

Stephen Porterfield, Esq.  
Ginny Rutledge, Esq.  
Diane Murray, Esq.  
Attorney for Countrywide  
P O Box 55727  
Birmingham, AL 35255

Ted Stuckenschneider, Esq.  
427 Frank Nelson Building  
205 20<sup>th</sup> Street North  
Birmingham, AL 35203

\*all creditors or parties-in-interest listed on mailing matrix with U. S. Bankruptcy Court attached

  
OF COUNSEL

Label Matrix for local noticing  
1126-2  
Case 07-05776-BGC7  
NORTHERN DISTRICT OF ALABAMA  
Birmingham  
Wed Sep 17 13:26:01 CDT 2008

Castellini Company, LLC  
820 Superior Ave., NW, 10th Floor  
Cleveland, OH 44113-1800

First Financial Bank  
c/o V Edward Freeman II  
118 No 18th Street  
Bessemer, AL 35020-5000

JE Money Bank c/o Recovery Management System  
Attn: Ramasha Singh  
25 S.E. 2nd Avenue, Suite 1120  
Miami, FL 33131-1605

K. Oliver & Associates, Inc.  
5719 Woodland Trail  
Trussville, AL 35173-3601

Regions Bank  
P.O. Box 382753  
Birmingham, AL 35238-2753

U. S. Bankruptcy Court  
1800 5th Avenue North  
Room 120  
Birmingham, AL 35203-2100

Allied Waste Svc  
Creditor of JDA Foods Inc)  
PO Box 9001009  
Louisville, KY 40290-1009

American Express  
PO Box 650448  
Dallas, TX 75265-0448

American Express Centurion Bank  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

Americold Logistics  
Creditor of JDA Foods Inc)  
Unit 04 PO Box 5000  
Portland, OR 97208-5000

BBF Printing Solutions  
Creditor of JDA Foods Inc)  
PO Box 48031  
Newark, NJ 07101-4831

BP Oil  
PO Box 94012  
Palatine, IL 60094-4012

Bank of America  
PO Box 15726  
Wilmington, DE 19886-5726

Bank of America  
PO Box 538610  
Atlanta, GA 30353-8610

Bay View Funding Roots Truck  
2121 S El Camino Real #B-100  
San Mateo, CA 94403-1861

Bay View/Roots Truck. (Cr JDA Foods)  
2121 S El Camino Real B-100  
San Mateo CA 94403-1861

Belk Inc.  
PO Box 960012  
Orlando, FL 32896-0012

Beneficial  
PO Box 4153  
Carol Stream, IL 60197-4153

Boca Grande Foods  
Creditor of JDA Foods Inc)  
3245 N Berkeley Lake Rd  
Duluth, GA 30096-3054

CHASE BANK USA  
C O WEINSTEIN AND RILEY, PS  
2001 WESTERN AVENUE, STE 400  
SEATTLE, WA 98121-3132

Central Paper Co  
Creditor of JDA Foods Inc)  
POBox 12807  
Birmingham, AL 35202-2807

Central Paper Company, Inc.  
c/o Comer & Upshaw, LLP  
2107 2nd Avenue N  
Birmingham, AL 35203-3726

Cintas  
Creditor of JDA Foods Inc)  
5970 Greenwood Pkwy  
Bessemer, AL 35022-5649

CitiCards  
PO Box 6403  
The Lakes, NV 88901-6403

Clodfelter Transportation  
Creditor of JDA Foods Inc)  
812 Black Diamond Dr  
Mcdonough, GA 30253-8822

Club Chef  
Creditor of JDA Foods Inc)  
PO Box 632559  
Cincinnati, OH 45263-2559

Club Chef (Cr JDA Foods Inc)  
C/o Martyn & Assoc  
820 Superior Av NW 10th Fl  
Cleveland, OH 44113-1800

Countrywide Home Loans  
PO Box 660694  
Dallas, TX 75266-0694

(p)DISCOVER FINANCIAL SERVICES LLC  
PO BOX 3025  
NEW ALBANY OH 43054-3025





Discover Bank/DFS Services LLC  
PO Box 3025  
New Albany OH 43054-3025

Domestications  
PO Box 659465  
San Antonio, TX 78265-9465

Dr. Tim Aiken  
3217 Brookwood Road  
Birmingham, AL 35223-2018

Empire  
Creditor of JDA Foods Inc)  
2700 Avenue D Ensley  
Birmingham, AL 35218

Empire Food Brokers  
Creditor of JDA Foods Inc)  
2700 Avenue D Ensley  
Birmingham, AL 35218

Federal Express  
Creditor of JDA Foods Inc)  
500 Ross Street #154-0455  
Pittsburgh PA 15262-0001

First Financial Bank  
1630 4th Ave No  
Bessemer, AL 35020-5711

Fresh Unlimited, Inc.  
d/b/a Freshway Foods  
601 North Stolle Avenue  
Sydney, OH 45365-8895

Freshway Foods  
Creditor of JDA Foods Inc)  
PO Box 633113  
Cincinnati, OH 45263-3113

GE Money Bank  
PO Box 530913  
Atlanta, GA 30353-0913

Holmes Trucking  
Creditor of JDA Foods Inc) C/o GE Cap  
PO Box 277724  
Atlanta, GA 30384-7724

Household Finance Corporation/Beneficial  
by eCAST Settlement Corporation  
as its agent  
POB 35480  
Newark NJ 07193-5480

ITC DeltaCom  
Attn: Sonia M. Browder  
7037 Old Madison Pike Suite 400  
Huntsville, AL 35806-2107

International Pallets  
Creditor of JDA Foods Inc)  
545 Ponderosa Dr  
West Blocton, AL 35184-3476

J. T. Smallwood, Tax Collector  
Creditor of JDA Foods Inc)  
716 N RAJ Blvd, Jeff. Co Courthouse  
Birmingham, AL 35203

JS Printing  
Creditor of JDA Foods Inc)  
PO Box 94688  
Birmingham, AL 35220-4688

Kontos Produce  
Creditor of JDA Foods Inc)  
PO Box 10003  
Birmingham, AL 35202-0003

LD Brokerage Svc  
Creditor of JDA Foods Inc)  
PO Box 610690  
Birmingham, AL 35261-0690

Len Shannon  
2061 Brook Highland Ridge  
Birmingham, AL 35242-5861

McMaster-Carr Supply  
Creditor of JDA Foods Inc)  
PO Box 7690  
Chicago, IL 60680-7690

Mid-South Produce  
Creditor of JDA Foods Inc)  
1106 Ingleside Rd  
Norfolk, VA 23502-5609

Mrs. Stratton's Salads  
Creditor of JDA Foods Inc)  
PO Box 190187  
Birmingham, AL 35219-0187

Old Dixie Produce (Creditor JDA Foods)  
C/o Jack R. Thompson, Jr.  
2204 Lakeshore Dr #306  
Birmingham, AL 35209-6732

Paul Ferlitto  
Creditor of JDA Foods Inc)  
150 Hidden Meadow Lane  
Wilsonville, AL 35186-6874

Penske Truck Leasing  
PO Box 532658  
Atlanta, GA 30353-2658

Protection One  
Creditor of JDA Foods Inc)  
PO Box 5714  
Carol Stream, IL 60197-5714

Recovery Management Systems Corporation  
25 S.E. 2nd Avenue, Suite 1120  
Miami, FL 33131-1605

Recovery Management Systems Corporation  
For GE Money Bank  
dba BELK INTEREST FREE  
25 SE 2nd Ave Ste 1120  
Miami FL 33131-1605

Recovery Management Systems Corporation  
For GE Money Bank  
dba GE MONEY LOC  
25 SE 2nd Ave Ste 1120  
Miami FL 33131-1605

Regional Produce  
Creditor of JDA Foods Inc)  
624 16th Av West  
Birmingham, AL 35204-1421



Regional Produce Distributors, LLC  
c/o Comer & Upshaw, LLP  
2107 2nd Avenue N  
Birmingham, AL 35203-3726

Regions Bank  
C/o Bert Newsome  
4320 Eagle Point Pkwy  
Birmingham, AL 35242-6914

Regions Bank  
PO Box 10247  
Birmingham, AL 35202-0247

Regions Bank  
c/o Burt W. Newsome  
P.O. Box 382753  
Birmingham, AL 35238-2753

Richard Greer  
Creditor of JDA Foods Inc)  
PO Box 660770  
Birmingham, AL 35266-0770

Sears  
PO Box 183081  
Columbus, OH 43218-3081

Shelby Hangars LLC  
5309 Meadow Brook Road  
Birmingham, AL 35242-3316

Superior Bank  
17 N. 20th St #660  
Birmingham, AL 35203-4061

Superior Bank  
C/o Ingram & Associates  
PO Box 59729  
Birmingham, AL 35259-9729

Susan Lathem  
Creditor of JDA Foods Inc)  
3522 Atdoann Drive  
Birmingham, AL 35226-2013

Tidewater Express  
Creditor of JDA Foods Inc)  
PO Box 2177  
Salisbury, MD 21802-2177

Tidewater Express (Cr JDA Foods Inc)  
C/o Seafax  
62 US Rt 1  
Cumberland Foreside, ME 04110-1338

Universal Freight (Cr JDA Foods Inc)  
C/o Greenburg Grant & Richards  
5858 Westheimer Rd #500  
Houston, TX 77057-5645

Universal Freight Sys  
Creditor of JDA Foods Inc)  
5336 Stadium Trace Pkwy #110  
Birmingham, AL 35244-4581

Van Singleton  
Creditor of JDA Foods Inc)  
5952 Dug Hollow Rd  
Pinson, AL 35126-3411

Wurzburg  
Creditor of JDA Foods Inc)  
PO Box 710  
Memphis, TN 38101-0710

Andre' M Toffel  
Andre' M Toffel, PC  
1929 3rd Avenue No, Ste 4  
4th Floor Farley Bldg  
Birmingham, AL 35203-3508


Andre' M. Toffel  
Andre' M. Toffel, PC  
1929 3rd Avenue No., Ste 4  
4th Floor Farley Bldg  
Birmingham, AL 35203-3508

Gary F. Birchfield  
2140 Rabbit Branch Road  
Cropwell, AL 35054-3046

Juanell D. Birchfield  
2140 Rabbit Branch Road  
Cropwell, AL 35054-3046

Kathryn Oliver  
K Oliver & Associates Inc  
5719 Woodland Trail  
Trussville, AL 35173-3601

Ted Stuckenschneider P.C  
427 Frank Nelson Building  
205 North 20th St  
Birmingham, AL 35203

  
20081121000446940 13/30 \$315.50  
Shelby Cnty Judge of Probate, AL  
11/21/2008 02:24:06PM FILED/CERT

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Discover  
PO Box 15251  
Wilmington, DE 19886

Frank Wiltona - 315-7617

Beichfield



GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Real Estate Association of Birmingham, Inc. January 31, 2007. Previous forms are obsolete and no longer approved.

Date: 05.07.08

The undersigned Buyer(s) W. Todd & Christine S. Larry hereby agree to purchase and the undersigned

Seller(s) Angela M. Kettel, et al Trust hereby agrees to sell the following described real estate,

together with all improvements, alterations, additions, fixtures and appurtenances (the "Property") situated in the City of Shelby, Alabama, on the lands stated below:

Address 1000 Eagle Hill Drive Zip Code: 35242

Legal Description: Lot 3 Block        Survey 1946 Sector Map Book 30 Page 129

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 627,500.00 and the amount of cash to be paid at closing shall be \$ 25,000.00

(A) FINANCING: (Cash)

(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 \_\_\_\_\_ % of \_\_\_\_\_ of the Purchase Price (including any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the "FHA/VA Addendum 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 lender. This financing contingency shall expire on \_\_\_\_\_ 20\_\_\_\_. Thereafter, this Contract shall no longer be contingent upon Buyer obtaining financing of any type.

(B) LAUNDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not to exceed \$ 2000.00 (\$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 needed repairs, or accept the above specified amount at closing as a deduction of the Purchase Price, or Buyer may cancel this Contract by notifying Seller in writing within 24 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 indicated.

The description, location of the land, and the legal description of the land, including any other information appearing hereon, shall be published in a newspaper of general circulation in the county in which the land is located, and the date of publication shall be the date of the recording of this contract. If a copy of this contract is published in any newspaper, the date of publication shall be the date of the recording of this contract.

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(C) LOAN CLOSING COSTS AND PREPAID ITEMS: A loan discount not to exceed \_\_\_\_\_ % 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 \* 10/20. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered at closing at \_\_\_\_\_:\_\_\_\_ 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.

\* 60 days from contract date  
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 K. Oliver & Associates.  
The selling company is RE/MAX Southern Homes.

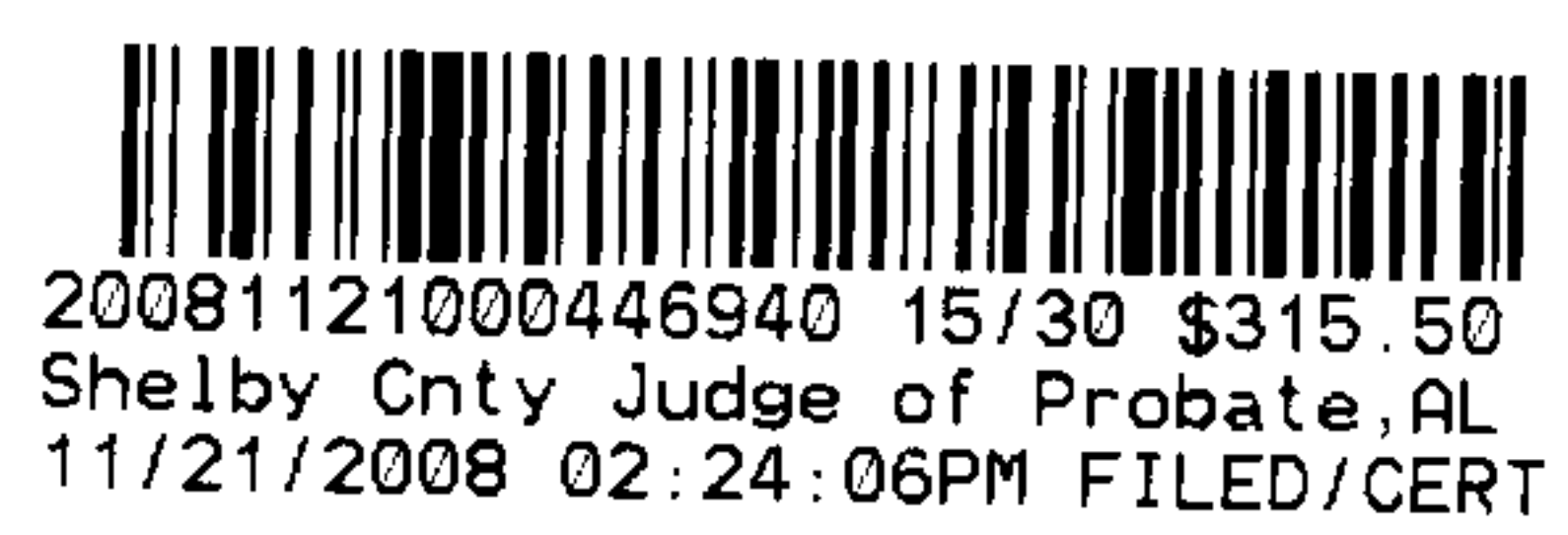
The listing company is: (Two blocks may be checked)  An agent of the seller.  An agent of the buyer.  
 An agent of both the seller and buyer and is acting as a limited consensual dual agent.  
 Assisting the  buyer  seller (check one or both) as a transaction broker.

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   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 issue 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 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. A available information indicates that the Property  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 impacts the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense.

8. PROPERTIES: All valuations 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 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 Trustee's warranty deed (check  if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as provided 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.

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*Purchasers' choice with C&G  
AMT, Trustee*

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 \$ 500. 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.

#### 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 12.A or 12.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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12. GENERAL HOME INSPECTION:

(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 HOME INSPECTION: (This paragraph does not apply to inspections under paragraphs 13 and 14 below.) Buyer requires additional inspections of the Property at Buyer's expense. Within \_\_\_\_\_ days (7 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property.

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this Contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within 3 days after the physical inspection of the Property.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within 2 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 does not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 2 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 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

*\*Buyer may obtain a home inspection at his own cost. If the home inspection reveals a major problem, the contract may be cancelled. Seller will not make any repairs of any kind. AMT, Inc.*

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Approved by the Board of Directors of REALTORS, Inc.

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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. 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.

Buyer's Initials ML CL \* Seller's Initials MT, Tusk

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.

(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. 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.

Buyer's Initials ML CL Seller's Initials MT, Tusk

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 MT, Tusk. If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure is 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

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("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 showing the presence of asbestos, asbestos 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 systems; the investment or resale value of the Property; subsidence or subsidence conditions such as sinkholes, melting or other soft 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 structures, 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 loans 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 deciding 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 owner association or local authority regarding any improvement that remains unpaid, pending assessments, pending public improvements, or repairs, improvements, 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. *Seller makes no warranty except as to title, and an order of the United States bankruptcy court is required in order for the sale to take place. This sale shall be subject to the terms of the order of the court.*

*AMT, Trust*

19. FIRE/SMOKE/GAS DETECTORS: Buyer shall verify 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.

*is, when 13, after the provisions of para 12 above.*

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 Fianched 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.

*AMT, Trust*

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\* Purchasers' half will exceed \$300.00

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 # 1 (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.

AMT, Trustee

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

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained 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.

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General Sales Contract - Page 8 of 9

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

www.southernhomesrealestate.com

5297 Highway 280 East  
Birmingham, AL 35242  
Office—205.313.8500  
Fax—205.313.8501



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Shelby Cnty Judge of Probate, AL  
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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) # 4, 5, 6 which shall be signed by all parties and shall be part of this Contract.

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. BROKERAGE FEE/COMMISSION: The commission payable to the Listing or Selling Broker in this transaction is determined by a prior written agreement between the Broker 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.

29. 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.

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.

Witness to Buyer's Signature

Buyer (Date)

Witness to Buyer's Signature

Buyer (Date)

Witness to Seller's Signature

Seller (Date)

Witness to Seller's Signature

Seller (Date)

Finalized Date: \_\_\_\_\_, 20\_\_\_\_  
(Date on which last party signed or indicated acceptance of final offer)

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

CASH  CHECK DATE \_\_\_\_\_, 20\_\_\_\_

LISTING COMPANY

By:

The Birmingham Association of Realtors®, Inc. is not a party to this contract and its members or sales associates are not responsible for the accuracy of the information provided herein. The Broker is not a party to this contract and its members or sales associates are not responsible for the accuracy of the information provided herein. The Broker is not a party to this contract and its members or sales associates are not responsible for the accuracy of the information provided herein.

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General Sales Contract - Page 9 of 9

505 Montgomery Highway  
Birmingham, AL 35216  
Tel: 205-978-8900 - Office  
205-978-8424 - Fax

www.southernrealtors.com

505 Highway 250 East  
Birmingham, AL 35202  
Office - 205-978-8900  
Fax - 205-978-8424



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#1

**PERSONAL PROPERTY ADDENDUM**

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

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

ITEM	REMAIN W/ PROPERTY	NOT REMAIN W/ PROPERTY	EXCLUSIONS
All Window Treatments	[X]	[ ]	
All Window Treatment Hardware	[X]	[ ]	
All Light Fixtures	[X]	[ ]	
All Ceiling Fans	[X]	[ ]	
Stove/Oven	[X]	[ ]	
Dishwasher	[X]	[ ]	
Refrigerator	[X]	[ ]	
Garage Door Opener(s) & Remotes	[X]	[ ]	
Bathroom Mirrors	[X]	[ ]	
Mirrors	[X]	[ ]	
Car Logs	[X]	[ ]	
Built-in Shelving	[X]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	
	[ ]	[ ]	

Seller(s) agrees to leave all personal items and debris removed from the property and agrees to leave premises in a clean, secure, safe and orderly condition. *Buyer's right to accept the above items as is, what is, and what was to accept the property in the condition in which they found it, understanding that no one has had time for search, review, or audit.*

Buyer

*Christina A. Law*  
Date

Witness to Buyer(s) Signature

*John M. Hoff*  
Date

Witness to Seller(s) Signature

Seller Date

902 Montgomery Highway  
Birmingham, AL 35216  
205-979-8500 - Office  
205-979-8414 - Fax

www.southernhomesrealestate.com

902 Highway 880 East  
Birmingham, AL 35244  
Office - 205-979-8500  
Fax - 205-979-8501

*Handwritten signature and notes*



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#2

MOLD DISCLOSURE AND WAIVER ADDENDUM

Printed Name (s) of Buyer (s): W. Todd + Christine S. Lorry

Printed Name (s) of Seller (s): \_\_\_\_\_

Property Address: 1020 Eagle Hill Drive

WTL Buyer (s) Initials MOLD INSPECTIONS. Mold contaminants may exist in the Property of which the Broker or Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Broker recommends BUYER (S) obtain a home inspection to better determine the condition of the contaminants. In the event suspect mold contamination is discovered, it is recommended that our clients satisfy themselves as to property condition by having a mold inspection performed. The costs and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web under "Microbial or Mold Inspections" or "Environmental and Ecological Services".

BUYER DISCLOSURE

The Broker or Broker's Agent has recommended the client obtain a Home Inspection:  
WTL Buyer (s) Initials

The Broker or Broker's Agent has recommended the client obtain a Mold Inspection:  
WTL Buyer (s) Initials

WAIVER

Buyer (s) agrees to hold RE/MAX Southern Homes, its agents, owner and employees harmless in the event any mold contaminants are discovered on the property. Buyer (s) understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. The RE/MAX Southern Homes Agents agree that in the event mold like contaminations are discovered, this condition will be immediately reported to the buyer (s). The only way to determine if a mold like substance is truly mold or is present at high level is through sample collection and analytical testing.

RECEIPT OF COPY

Buyer (s) have read this Mold Disclosure/Wavier and by their signatures hereon acknowledge receipt of a copy thereof.

PROFESSIONAL ADVICE

Buyer (s) execute this Disclosure/Wavier with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

LEGAL ADVICE

Buyer (s) acknowledge that this waiver does not attempt to offer legal advice. If Buyer (s) feel the need for legal advice they should consult an attorney of their choice prior to the execution of this document.

W. Todd Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Christine S. Lorry Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Frank Waldman Agent \_\_\_\_\_ Date 07-25-08

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

www.southernhomesrealestate.com

5237 Highway 280 East  
Birmingham, AL 35242  
Office—205.313.8500  
Fax—205.313.8501

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Addendum #3

This addendum is to be made part and parcel of the contract between W. Todd & Christine S. Larry (Purchasers) and Andre M. Toffel, as Trustee (Seller) on the property located at 1020 Eagle Hill Drive, Birmingham, Al 35242.

Purchasers and Seller agree to the following:

1. The earnest money will be paid to Andre M. Toffel, as Trustee immediately.
2. Upon receipt of the earnest money, the Seller will have the utilities turned on in order to complete the home inspection. If the home inspection reveals problems and the Purchasers choose to cancel the contract, any costs or expenses related to having the utilities turned on for the home inspection will be deducted from the earnest money and the remainder will be refunded to the Purchasers. If the contract goes forward any costs or expenses related to turning on the utilities for the home inspection and maintaining the utilities through the date of closing will be paid by the Purchasers at closing. Immediately after the closing, the Purchasers will put the utilities in their name and will be responsible for all future utility bills.
3. Once the inspection contingency is removed, the Seller will immediately secure the property.
4. The Seller agrees to pay toward closing costs, including one half (1/2) of closing attorney fees, title binder, property taxes, termite service fee, and recording fees, up to a maximum amount \$5,000.00.

*the outstanding homeowners association dues. Seller agrees to pay*

*W. Todd*  
W. Todd Larry

*Christine S. Larry*  
Christine S. Larry

*Andre M. Toffel, as Trustee*  
Andre M. Toffel, as Trustee

*5-25-08  
AMT  
Trustee*

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**UNITED STATES BANKRUPTCY COURT**  
For the Northern District of Alabama  
Southern Division

RE: Gary Birchfield

Juanell D. Birchfield

CASE NUMBER: 07-05776-BGC-7

I, Scott W. Ford, CLERK of Bankruptcy Court in and for said District, do hereby certify that the attached copy of The Creditor Mailing Matrix in the case of Gary and Juanell D. Birchfield debtors, Case No. 07-05776-BGC-7 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Birmingham, Alabama in said District, this 4th day of November, 2008.

Scott W. Ford, Clerk  
United States Bankruptcy Court  
for the Northern District of Alabama

By: \_\_\_\_\_

  
Deputy Clerk



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[Seal of the U.S. Bankruptcy Court]  
Date of issuance: November 4, 2008.



Label Matrix for local noticing  
1126-2  
Case 07-05776-BGC7  
NORTHERN DISTRICT OF ALABAMA  
Birmingham  
Tue Nov 4 11:42:47 CST 2008

GE Money Bank c/o Recovery Management System  
Attn: Ramesha Singh  
25 S.E. 2nd Avenue, Suite 1120  
Miami, FL 33131-1605

Recovery Management System Corporation  
attn: Ramesh Singh  
25 SE 2nd Ave Ste 1120  
Miami, FL 33131-1605

Allied Waste Svc  
Creditor of JDA Foods Inc)  
PO Box 9001009  
Louisville, KY 40290-1009

Americold Logistics  
Creditor of JDA Foods Inc)  
Unit 04 PO Box 5000  
Portland, OR 97208-5000

Bank of America  
PO Box 15726  
Wilmington, DE 19886-5726

Bay View/Roots Truck. (Cr JDA Foods)  
2121 S El Camino Real B-100  
San Mateo CA 94403-1861

Boca Grande Foods  
Creditor of JDA Foods Inc)  
3245 N Berkeley Lake Rd  
Duluth, GA 30096-3054

Central Paper Co  
Creditor of JDA Foods Inc)  
POBox 12807  
Birmingham, AL 35202-2807

CitiCards  
PO Box 6403  
The Lakes, NV 88901-6403

Castellini Company, LLC  
820 Superior Ave., NW, 10th Floor  
Cleveland, OH 44113-1800

K. Oliver & Associates, Inc.  
5719 Woodland Trail  
Trussville, AL 35173-3601

Regions Bank  
P.O. Box 382753  
Birmingham, AL 35238-2753

American Express  
PO Box 650448  
Dallas, TX 75265-0448

BBF Printing Solutions  
Creditor of JDA Foods Inc)  
PO Box 48031  
Newark, NJ 07101-4831

Bank of America  
PO Box 538610  
Atlanta, GA 30353-8610

Belk Inc.  
PO Box 960012  
Orlando, FL 32896-0012

CHASE BANK USA  
C O WEINSTEIN AND RILEY, PS  
2001 WESTERN AVENUE, STE 400  
SEATTLE, WA 98121-3132

Central Paper Company, Inc.  
c/o Comer & Upshaw, LLP  
2107 2nd Avenue N  
Birmingham, AL 35203-3726

Clodfelter Transportation  
Creditor of JDA Foods Inc)  
812 Black Diamond Dr  
Mcdonough, GA 30253-8822

First Financial Bank  
c/o V Edward Freeman II  
118 No 18th Street  
Bessemer, AL 35020-5000

Re/Max Southern Homes  
c/o Frank Wildman  
903 Montgomery Highway  
Birmingham, AL 35216

U. S. Bankruptcy Court  
1800 5th Avenue North  
Room 120  
Birmingham, AL 35203-2100

American Express Centurion Bank  
c/o Becket and Lee LLP  
POB 3001  
Malvern PA 19355-0701

BP Oil  
PO Box 94012  
Palatine, IL 60094-4012

Bay View Funding Roots Truck  
2121 S El Camino Real #B-100  
San Mateo, CA 94403-1861

Beneficial  
PO Box 4153  
Carol Stream, IL 60197-4153

Capital Recovery One  
25 SE 2nd Avenue, Suite 1120  
Miami, FL 33131-1605

Cintas  
Creditor of JDA Foods Inc)  
5970 Greenwood Pkwy  
Bessemer, AL 35022-5649

Club Chef  
Creditor of JDA Foods Inc)  
PO Box 632559  
Cincinnati, OH 45263-2559



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Club Chef (Cr JDA Foods Inc)  
C/o Martyn & Assoc  
820 Superior Av NW 10th Fl  
Cleveland, OH 44113-1800

Countrywide Home Loans  
PO Box 660694  
Dallas, TX 75266-0694

(p)DISCOVER FINANCIAL SERVICES LLC  
PO BOX 3025  
NEW ALBANY OH 43054-3025

Discover Bank/DFS Services LLC  
PO Box 3025  
New Albany OH 43054-3025

Domestications  
PO Box 659465  
San Antonio, TX 78265-9465

Dr. Tim Aiken  
3217 Brookwood Road  
Birmingham, AL 35223-2018

Empire  
Creditor of JDA Foods Inc)  
2700 Avenue D Ensley  
Birmingham, AL 35218

Empire Food Brokers  
Creditor of JDA Foods Inc)  
2700 Avenue D Ensley  
Birmingham, AL 35218

Federal Express  
Creditor of JDA Foods Inc)  
500 Ross Street #154-0455  
Pittsburgh PA 15262-0001

First Financial Bank  
1630 4th Ave No  
Bessemer, AL 35020-5711

Fresh Unlimited, Inc.  
d/b/a Freshway Foods  
601 North Stolle Avenue  
Sydney, OH 45365-8895

Freshway Foods  
Creditor of JDA Foods Inc)  
PO Box 633113  
Cincinnati, OH 45263-3113

GE Money Bank  
PO Box 530913  
Atlanta, GA 30353-0913

Holmes Trucking  
Creditor of JDA Foods Inc) C/o GE Cap  
PO Box 277724  
Atlanta, GA 30384-7724

Household Finance Corporation/Beneficial  
by eCAST Settlement Corporation  
as its agent  
POB 35480  
Newark NJ 07193-5480

ITC DeltaCom  
Attn: Sonia M. Browder  
7037 Old Madison Pike Suite 400  
Huntsville, AL 35806-2107

International Pallets  
Creditor of JDA Foods Inc)  
545 Ponderosa Dr  
West Blocton, AL 35184-3476

J. T. Smallwood, Tax Collector  
Creditor of JDA Foods Inc)  
716 N RAJ Blvd, Jeff. Co Courthouse  
Birmingham, AL 35203

JS Printing  
Creditor of JDA Foods Inc)  
PO Box 94688  
Birmingham, AL 35220-4688

Kontos Produce  
Creditor of JDA Foods Inc)  
PO Box 10003  
Birmingham, AL 35202-0003

LD Brokerage Svc  
Creditor of JDA Foods Inc)  
PO Box 610690  
Birmingham, AL 35261-0690

Len Shannon  
2061 Brook Highland Ridge  
Birmingham, AL 35242-5861

McMaster-Carr Supply  
Creditor of JDA Foods Inc)  
PO Box 7690  
Chicago, IL 60680-7690

Mid-South Produce  
Creditor of JDA Foods Inc)  
1106 Ingleside Rd  
Norfolk, VA 23502-5609

Mrs. Stratton's Salads  
Creditor of JDA Foods Inc)  
PO Box 190187  
Birmingham, AL 35219-0187

Old Dixie Produce (Creditor JDA Foods)  
C/o Jack R. Thompson, Jr.  
2204 Lakeshore Dr #306  
Birmingham, AL 35209-6732

Paul Ferlitto  
Creditor of JDA Foods Inc)  
150 Hidden Meadow Lane  
Wilsonville, AL 35186-6874

Penske Truck Leasing  
PO Box 532658  
Atlanta, GA 30353-2658

Protection One  
Creditor of JDA Foods Inc)  
PO Box 5714  
Carol Stream, IL 60197-5714

Recovery Management Systems Corporation  
25 S.E. 2nd Avenue, Suite 1120  
Miami, FL 33131-1605



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Recovery Management Systems Corporation  
For GE Money Bank  
dba BELK INTEREST FREE  
25 SE 2nd Ave Ste 1120  
Miami FL 33131-1605

Recovery Management Systems Corporation  
For GE Money Bank  
dba GE MONEY LOC  
25 SE 2nd Ave Ste 1120  
Miami FL 33131-1605

Regional Produce  
Creditor of JDA Foods Inc)  
624 16th Av West  
Birmingham, AL 35204-1421

Regional Produce Distributors, LLC  
c/o Comer & Upshaw, LLP  
2107 2nd Avenue N  
Birmingham, AL 35203-3726

Regions Bank  
C/o Bert Newsome  
4320 Eagle Point Pkwy  
Birmingham, AL 35242-6914

Regions Bank  
PO Box 10247  
Birmingham, AL 35202-0247

Regions Bank  
c/o Burt W. Newsome  
P.O. Box 382753  
Birmingham, AL 35238-2753

Richard Greer  
Creditor of JDA Foods Inc)  
PO Box 660770  
Birmingham, AL 35266-0770

Sears  
PO Box 183081  
Columbus, OH 43218-3081

Shelby Hangars LLC  
5309 Meadow Brook Road  
Birmingham, AL 35242-3316

Superior Bank  
17 N. 20th St #660  
Birmingham, AL 35203-4061

Superior Bank  
C/o Ingram & Associates  
PO Box 59729  
Birmingham, AL 35259-9729

Susan Lathem  
Creditor of JDA Foods Inc)  
3522 Atdoann Drive  
Birmingham, AL 35226-2013

Tidewater Express  
Creditor of JDA Foods Inc)  
PO Box 2177  
Salisbury, MD 21802-2177

Tidewater Express (Cr JDA Foods Inc)  
C/o Seafax  
62 US Rt 1  
Cumberland Foreside, ME 04110-1338

Universal Freight (Cr JDA Foods Inc)  
C/o Greenburg Grant & Richards  
5858 Westheimer Rd #500  
Houston, TX 77057-5645

Universal Freight Sys  
Creditor of JDA Foods Inc)  
5336 Stadium Trace Pkwy #110  
Birmingham, AL 35244-4581

Van Singleton  
Creditor of JDA Foods Inc)  
5952 Dug Hollow Rd  
Pinson, AL 35126-3411

Wurzberg  
Creditor of JDA Foods Inc)  
PO Box 710  
Memphis, TN 38101-0710

Andre' M Toffel  
Andre' M Toffel, PC  
1929 3rd Avenue No, Ste 4  
4th Floor Farley Bldg  
Birmingham, AL 35203-3508


Andre' M. Toffel  
Andre' M. Toffel, PC  
1929 3rd Avenue No., Ste 4  
4th Floor Farley Bldg  
Birmingham, AL 35203-3508

Gary F. Birchfield  
2140 Rabbit Branch Road  
Cropwell, AL 35054-3046

Juanell D. Birchfield  
2140 Rabbit Branch Road  
Cropwell, AL 35054-3046

Kathryn Oliver  
K Oliver & Associates Inc  
5719 Woodland Trail  
Trussville, AL 35173-3601

Ted Stuckenschneider P.C  
427 Frank Nelson Building  
205 North 20th St  
Birmingham, AL 35203

  
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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).



Discover  
PO Box 15251  
Wilmington, DE 19886

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Countrywide Home Loans

(u) Fresh Unlimited Inc.

End of Label Matrix	
Mailable recipients	84
Bypassed recipients	2
Total	86



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Shelby County, AL 11/21/2008  
State of Alabama

Deed Tax: \$217.50