

IN THE PROBATE COURT OF SHELBY CONTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)

THOMAS HEFLIN WALTON, deceased.)

CASE# PR-2005-000033

ORDER APPROVING PRIVATE SALE


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

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

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

DONE and ORDERED this 14th day of December, 2009.

20091222000466020 1/20 \$68.00
Shelby Cnty Judge of Probate, AL
12/22/2009 09:25:53 AM FILED/CERT


James W. Fuhrmeister
Judge of Probate

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DEC 14 2009

cc: Mike T. Atchison, Esq.


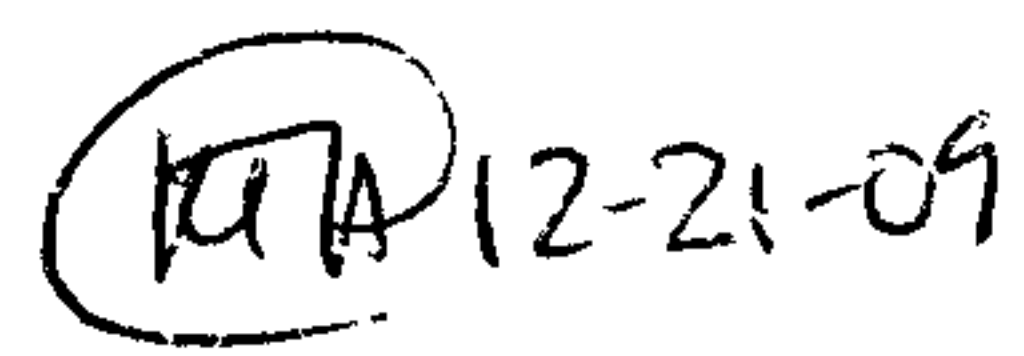
I certify this to be a true and
correct copy 
James W. Fuhrmeister
Judge of Probate
Probate Judge
Shelby County


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

All the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 5, Township 24 North, Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT therefrom the following tracts: The NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 5; the West 4 $\frac{1}{2}$ acres of uniform width off the S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, said Section 5; and the East 17 acres of uniform width off the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5.

ALSO LESS AND EXCEPT those portions conveyed by deeds recorded in Real Record 370, Page 852; Instrument #1992-08794; Instrument #1992-21395; Instrument #1993-09479; and Instrument #1993-12100, in Probate Office of Shelby County, Alabama.

PARCEL II:

Block 86, according to Dunstan's Map of the Town of Calera, Shelby County, Alabama.

PARCEL III:

The East $\frac{1}{2}$ of Block 96, according to Dunstan's Map of the Town of Calera, Shelby County, Alabama.

PARCEL IV:

All that part of Block 97, according to Dunstan's Map of the Town of Calera, Shelby County, Alabama, which lies South of the Wooten Spring Road.



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Exhibit "B"

S-09-17910

LOTS OR OTHER UNIMPROVED LAND SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
March 29, 2006 (Previous forms are obsolete and no longer approved)

Date: 8/25/09

The undersigned Buyer(s) WALKERICK ENTERPRISES LLC AND OR ASSIGNS hereby agrees to purchase and
(Please print exact names in which title will be taken)
the undersigned Seller(s) ESTATE OF T.H. WATSON hereby agrees to sell the following
(Please print exact names in which title will be taken)
described lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City
of CALEA, County of Shelby, Alabama, on the terms stated below:

Address See Attached Tax Information Zip Code: 35040

Legal Description: Lot 28-5-16-3-002-006-000 Block 35-2-05-0-001-038-004 Survey Map Book Page 35-2-05-0-001-038-004
28-5-16-3-001-035-000 28-5-16-3-001-036-000

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 42,500.00

Earnest Money under this Contract shall be \$ 500.00

(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 loan in the amount of \$ _____ or _____ % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. 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. No term of this financing contingency can be changed without written authorization of the Seller.

(B) DEVELOPMENT: (Check if applicable)

This Contract is contingent upon Buyer obtaining appropriate financing, applicable building permits, all utilities (electricity, gas, sewer and water) for use on the Property for the purpose intended. In the event there is not a public sewer system, this Contract is also subject to approval by proper Health Department authorities of a permit for installation of a septic tank. In the event of any one of these contingencies cannot be fulfilled on or before Sept 15, 2009, Seller agrees to refund Earnest Money and this Contract shall become null and void. Buyer is responsible for determining whether all necessary utilities are on the Property and are available for the intended purpose of the Buyer.

2. CLOSING DATE: The sale shall be closed and the deed delivered on or before Sept 30, 2009
_____, 20__ at ____ a.m. ____ p.m. ____.

3. EARNEST MONEY & BUYER'S DEFAULT: 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

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Lots or Other Unimproved Land Sales Contract, Page 1 of 3



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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 15 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 15 below.

4. AGENCY DISCLOSURE:

The listing company is RE/MAX Advantage

The selling company is RE/MAX Advantage

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

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

Buyer's Initials JK ☐ Seller's Initials ML ☐

5. 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 6 & 8 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.

6. 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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Lots or Other Unimproved Land Sales Contract, Page 2 of 3



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7. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, 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.

8. **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: _____. It is Buyer's responsibility to verify the current zoning classification.

9. **CONDITION OF THE PROPERTY:** SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine any and all conditions of the Property material to Buyer decision to buy the Property, including without limitation, subsurface condition, including the presence or absence of sinkholes, mining activity, wells or buried tanks and other objects; soil conditions; and utility and sewer or septic availability and condition. Except as otherwise stated in this Contract, Buyer accepts the Property in its present "as is" conditions.

Buyer's Initials

[Signature]

Seller's Initials

[Signature]

10. **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 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; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, the availability of utilities or sewer service; and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the developer, if any, or the future insurability of the Property; the investment or resale value of the Property; 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

[Signature]

Seller's Initials

[Signature]

11. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any unpaid assessments, 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.

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Lease or Other Unimproved Land Sales Contract, Page 3 of 3



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12. **HAZARDOUS SUBSTANCES:** Seller and Buyer expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Buyer and Broker(s) shall not be held responsible therefor.

13. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ do not agree to share the fees of a closing attorney. 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.

14. **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.

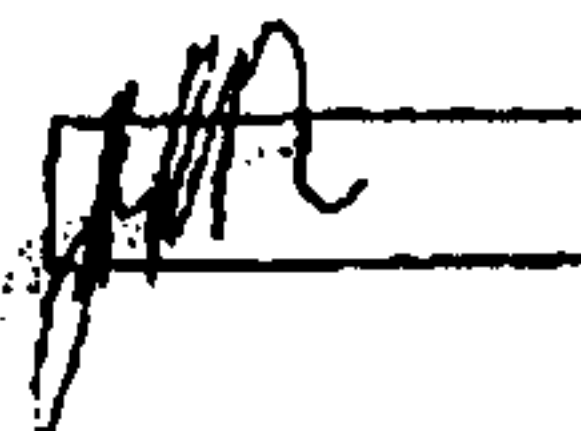
15. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by 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





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Lets or Other Unimproved Land Sales Contract, Page 4 of 5



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RE/MAX Advantage
Addendum to Sales Contract

In reference to the Agreement between the Sellers, Estate of JH. WATKINS and the Purchasers,
Maverick Enterprises, LLC and or Assignee, covering the real property known as 1441 2nd Ave. Calera, AL.
Lot Jackson Sq.
Lot Jackson Sq.

THE UNDERSIGNED PURCHASERS AND SELLERS HEREBY AGREE

I. ADDITIONAL INSPECTIONS: (INITIAL THE ITEMS WHICH APPLY)

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

Seller's Initials

Purchaser's Initials

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

Seller's Initials

Purchaser's Initials

(i) PURCHASER ELECTS TO HAVE THE SEPTIC TANK SYSTEM INSPECTED BY A PROFESSIONAL, at

Seller's Expense

Purchaser's Expense

Seller's Initials

Purchaser's Initials

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

Seller's Initials

Purchaser's Initials



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2.

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


Seller's Initials


Purchaser's Initials

3

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


Seller's Initials



Purchaser's Initials

4

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



Seller's Initials



Purchaser's Initials

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


Seller's Initials


Purchaser's Initials

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


Seller's Initials


Purchaser's Initials



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

On Broker's Trust Account

Builder's Account

Seller's Initials

Purchaser's Initials

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

Seller's Initials

Purchaser's Initials

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

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

Seller

Purchaser

Seller's Initials

Purchaser's Initials

10. **LEAD-BASED PAINT.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Initials

Purchaser's Initials



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

Seller's Initials

Purchaser's Initials

~~(1) PURCHASER ELECTS TO HAVE THE EIFS/SYNTHETIC STUCCO MATERIAL INSPECTED BY A PROFESSIONAL, at~~

~~Seller's Expense~~

~~Purchaser's Expense~~

~~Seller's Initials~~

~~Purchaser's Initials~~

~~(2) PURCHASER DECLINES TO HAVE THE EIFS/SYNTHETIC STUCCO MATERIAL INSPECTED BY A PROFESSIONAL; RELEASE RE/MAX Advantage. Purchaser opts not to have the EIFS/synthetic stucco material inspected, and releases RE/MAX Advantage from any and all responsibility for problems with the EIFS/synthetic stucco material which may be discovered in the future, whether they exist now or develop hereafter.~~

~~Seller's Initials~~

~~Purchaser's Initials~~

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

Seller's Initials

Purchaser's Initials

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

Witness

Purchaser

Witness

Purchaser

Witness

Seller

Witness

Seller



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Rule 790-x-3-.13(1)

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his/her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A **SUB-AGENT** is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

A **LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A **TRANSACTION BROKER** assists one or more parties in a sale. A transaction broker is not an agent and does not have the same obligations as an agent. The transaction broker and licensees working with him/her perform the services set out in the contract.

Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship.

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things that the licensee may do to assist you, the customer. Some examples are:

- | | |
|---|--------------------------------------|
| 1. Provide information about properties | 3. Assist in making written offer; |
| 2. Show properties; | 4. Provide information on financing. |

You should choose which type of service you want from a licensee and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of Licensee: _____

Signature: Eddie J. McFarland Date: 8/24/09

Consumer Name: [Signature]

Signature: _____ Date: _____



20091222000466020 12/20 \$68.00
Shelby Cnty Judge of Probate, AL
12/22/2009 09:25:53 AM FILED/CERT

RE/MAX ADVANTAGE
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT
(For RE/MAX Sellers and RE/MAX Buyer-Broker Purchasers)

Our policy, acceptable to you by signature below, in the event the listing agent or any other agent at RE/MAX Advantage is the selling agent of a property listed with RE/MAX Advantage, will be one of LIMITED CONSENSUAL DUAL AGENCY as described below:

Serving as a Limited Consensual Dual Agent, the agent(s) will be representing both the buyer and seller, therefore the agent(s) will NOT represent the interest of one party to the exclusion or detriment of the interest of the other party in a LIMITED CONSENSUAL DUAL AGENCY agreement, both parties to a possible sales contract (the seller and buyer) agree to the following as an acceptable course of conduct of the LIMITED CONSENSUAL DUAL AGENT:

The LIMITED CONSENSUAL DUAL AGENT will:

1. Conduct himself with honesty, integrity and in a professional manner toward all parties in a transaction.
2. Not knowingly promote the advantages of one party in a transaction to the detriment of another.
3. Honestly apply his expertise, skills, knowledge and experience to help facilitate a fair transaction for all parties.
4. Not disclose information received in confidence to anyone without the permission of the person who confided same to agent. (Confidential information includes: price a party is willing to pay, motivation to sell or buy, negotiating strategy, etc.)
5. Act as an intermediary in a transaction between the parties and as the follow-up person in order that everything necessary for the completion of the transaction comes together for a successful closing.
6. Respond honestly and accurately to questions concerning the property.

In a LIMITED CONSENSUAL DUAL AGENCY role, RE/MAX Advantage will be contributing our time, effort, expertise, knowledge and skills to help the parties obtain an agreement that is acceptable to both the seller and the buyer.

I have read and understand the above agreement and have agreed, at time of signing, an Exclusive Right To Sell Listing Agreement OR a RE/MAX Buyer-Broker Agency Agreement, to allow RE/MAX Advantage to be a LIMITED CONSENSUAL DUAL AGENT.

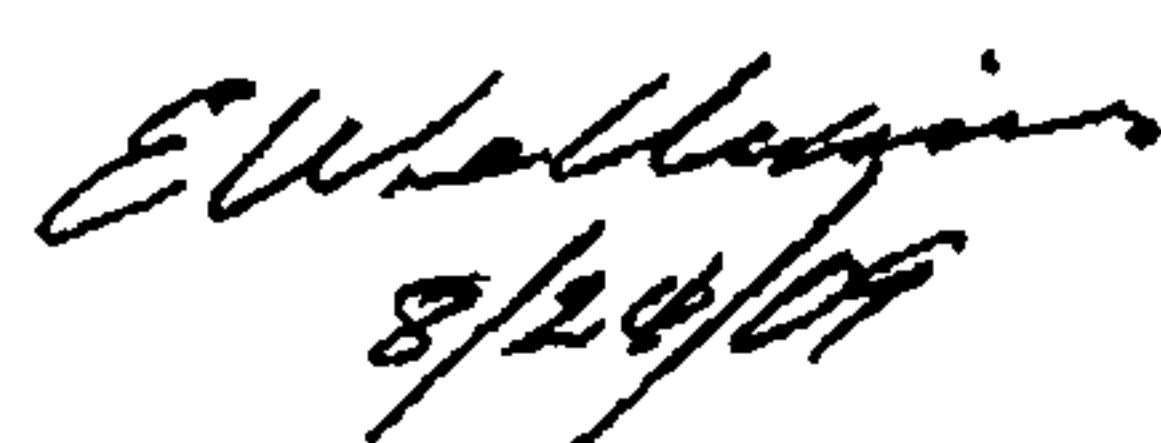
 RE/MAX Listed Seller	 RE/MAX Buyer-Broker Purchaser
8/24/09 Date	8/26/09 Date


RE/MAX Listed Seller	Date	RE/MAX Buyer-Broker Purchaser	Date
----------------------	------	-------------------------------	------

Before considering an offer to purchase or sell property located at _____ by signature below, I am affirming my prior decision to allow RE/MAX Advantage to be a LIMITED CONSENSUAL AGENT in sale of the above property:

 RE/MAX Listed Seller	 RE/MAX Buyer-Broker Purchaser
8/24/09 Date	8/26/09 Date

RE/MAX Listed Seller	Date	RE/MAX Buyer-Broker Purchaser	Date
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8/24/09


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ESTIMATED SELLER'S PROCEEDS

SELLER'S NAME WALTON ESTATE DATE 8/25/09
 PROPERTY ADDRESS 1441 2nd Av. TYPE OF LOAN CASH
LOT JACKSON 54.
 LESS ESTIMATED SELLING EXPENSES: LOT JACKSON 54. SELLING PRICE 43,500

Title Insurance \$ 300.00
 Termite Bond or Letter \$ _____
 Attorney Fee \$ 300.00
 Sales Commission \$ 4250.00
 Discount _____% \$ _____
 Prepayment Penalty \$ _____
 Tax Prorating \$?
 Repairs \$ _____
 Home Warranty Plan \$ _____
 Other _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Total Estimated Selling Expenses \$ _____ \$ 4850.00
 LESS:
 First Mortgage \$ _____
 Second Mortgage \$ _____
 Other Encumbrances \$ _____
 Total Encumbrances \$ _____
 Total Estimated Selling Costs & Encumbrances \$ _____ \$ _____
 Estimated Proceeds to Sellers \$ _____

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

Eddie J. Walburn
 RE/MAX Sales Associate

[Signature]
 Seller

Date 8/25/09

Date 8/26/09



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Shelby County Tax Report - No Address Available For This Property

Exhibit 'A'

10/11/09

PROPERTY INFORMATION				
PID # 28-5-16-3-002-006.000				
Property Type: Residential				
Property Address: No Address Available For This Property				
Current Owner: WALTON THOMAS HEFLIN				
Tax Mailing Address: PO BOX 1968 GARDENDALE, AL 35071-1968				
Land Areas: 1. RESIDENTIAL LOT / 913 Lot Size: 2.93 acres / 127,631 sf Frontage: 320 ft Depth: 400 ft Tax District: CALERA Subdivision: DUNSTANS Twn: / Rng: 28 / Sec: 16 Block: 86 / Lot: 1 Legal Description: DUNSTANS Plat Book: / Plat Page: 1 Census Tract: / Block: Lat: 33.11429 Lon: -86.756026				
<p>© PropertyKey, 2009</p> <p>Residential Commercial Agricultural Industrial Government Other Water Condo</p> <p>Active Sold Pending Withdrawn Cancelled Expired</p>				
TAX VALUATION INFORMATION				
	2005 Final	2006 Final	2007 Final	2008 Final
Building Value:	\$0			
Extra Feature Value:	\$0			
Land Value:	\$40,000			\$48,000
Total Assessed Value:	\$40,000	\$40,000	\$40,000	\$48,000
Percent Change:	- n/a -	0%	0%	20%
Total Exemptions:	\$0			
Taxable Value:	\$4,000	\$8,000	\$8,000	\$9,600
Tax Amount:	\$0.00	\$432.00	\$432.00	\$518.40
Link To County Tax Collector				
SALES INFORMATION				
There are no sales for this property in our database.				
BUILDING/IMPROVEMENT INFORMATION				
No buildings on this property.				
FLOOD ZONE DETAILS				
Zone X: Area that is determined to be outside the 1% and 0.2% chance floodplains.				

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20091222000466020 15/20 \$68.00
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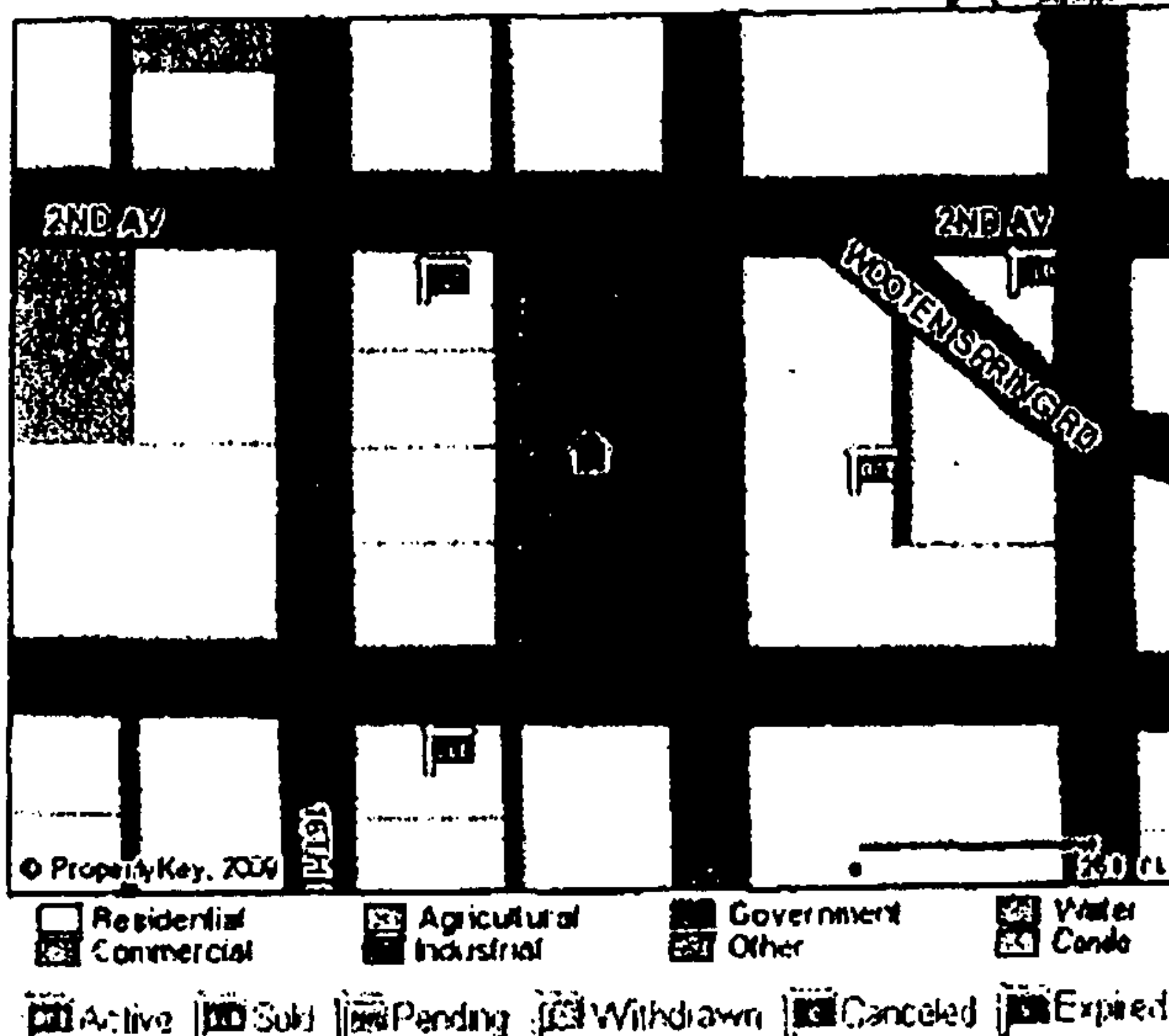
Shelby County Tax Report - 1481 2 AVE, CALERA, AL 35040

Exhibit "B"

PROPERTY INFORMATION

PID # 28-5-16-3-001-035.000
 Property Type: Commercial
 Property Address:
 1481 2ND AVE
 CALERA, AL 35040
 Current Owner:
 WALTON T H
 Tax Mailing Address:
 PO BOX 1968
 GARDENDALE, AL 35071-1968

Land Areas:
 1. SMALL TRACT / 914
 Lot Size: 1.37 acres / 59,677 sf
 Frontage: 400 ft
 Depth: 150 ft
 Tax District: CALERA
 Subdivision:
 DUNSTANS
 Twn: / Rng: 28 / Sec: 16
 Block: 96 / Lot: 1
 Legal Description:
 DUNSTANS
 Plat Book: / Plat Page: 1
 Census Tract: / Block:
 Lat: 33.115633 Lon: -86.757079



TAX VALUATION INFORMATION				
	2005 Final	2006 Final	2007 Final	2008 Final
Building Value:	\$0			
Extra Feature Value:	\$0			
Land Value:	\$24,090			\$28,910
Total Assessed Value:	\$24,090	\$24,090	\$24,090	\$28,910
Percent Change:	- n/a -	0%	0%	20.01%
Total Exemptions:	\$0			
Taxable Value:	\$4,818	\$4,820	\$4,820	\$5,800
Tax Amount:	\$260.28	\$260.28	\$260.28	\$313.20
Link To County Tax Collector				
SALES INFORMATION				
There are no sales for this property in our database.				
BUILDING/IMPROVEMENT INFORMATION				
No buildings on this property.				
FLOOD ZONE DETAILS				
Zone X1:	Area that is determined to be outside the 1% and 0.2% chance floodplains.			

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<http://bar.imapp.com/ilinks/property?upin=US01117285163001035000&report=tax>

8/25/200



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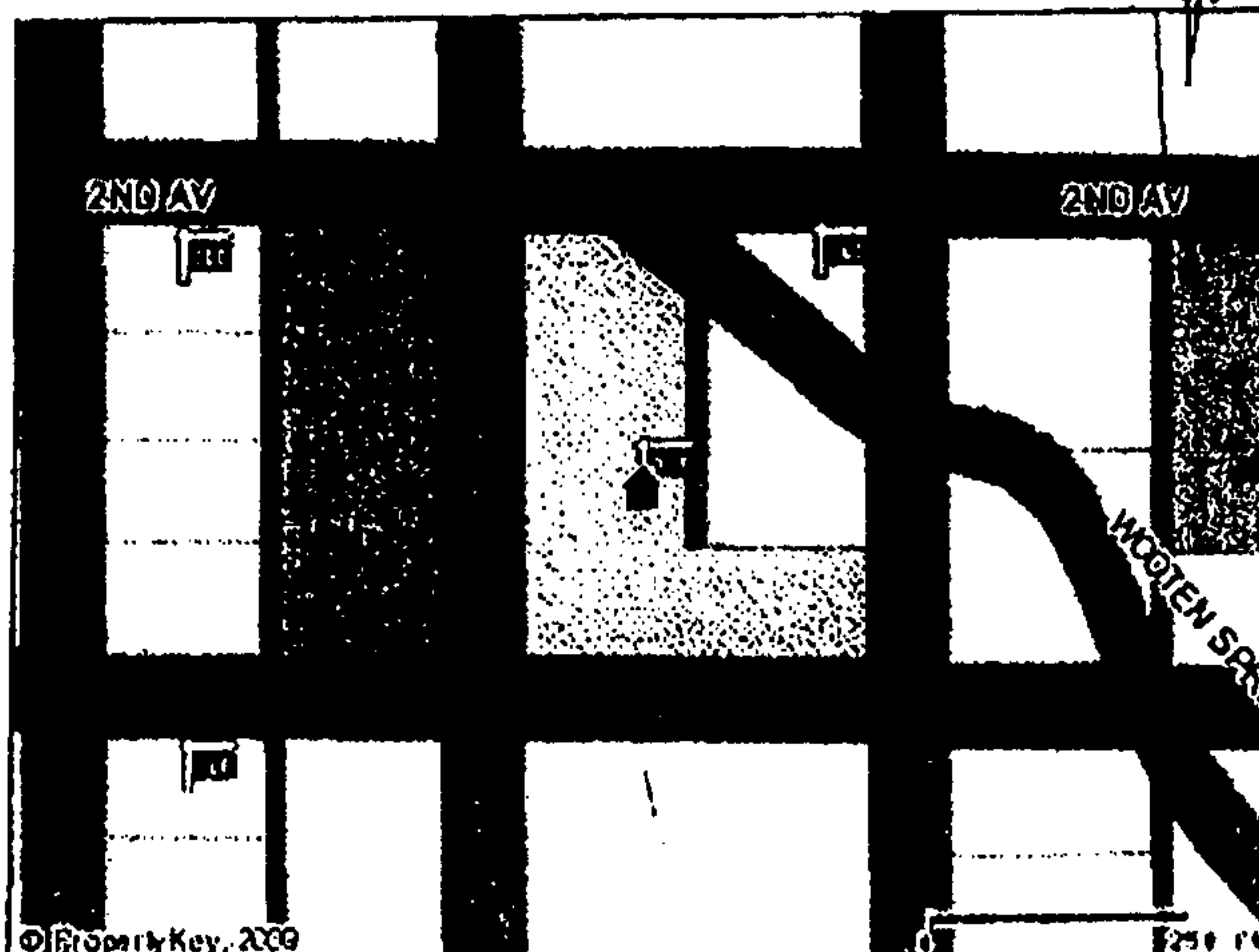
Shelby County Tax Report - 1441 WOOTEN SPG RD, CALERA, AL 35040

Exhibit G
PROPERTY INFORMATION

PID # 28-5-16-3-001-036.000
 Property Type: Other/Unclassified
 Property Address:
 1441 WOOTEN SPRING RD
 CALERA, AL 35040
 Current Owner:
 WALTON THOMAS HEFLIN
 Tax Mailing Address:
 PO BOX 1968
 GARDENDALE, AL 35071-1968

Land Areas:

1. SINGLE FAMILY / 111
 Lot Size: 1.76 acres / 76,666 sf
 Frontage: 400 ft
 Depth: 150 ft
 Tax District: CALERA
 Subdivision:
 DUNSTANS
 Twn: / Rng: 28 / Sec: 16
 Block: 97 / Lot: 1
 Legal Description:
 DUNSTANS
 Plat Book: / Plat Page: 1
 Census Tract: / Block:
 Lat: 33.115506 Lon: -86.756204

**TAX VALUATION INFORMATION**

	2005 Final	2006 Final	2007 Final	2008 Final
Building Value:	\$66,300			\$35,000
Extra Feature Value:	\$0			\$0
Land Value:	\$32,000			\$38,400
Total Assessed Value:	\$98,300	\$100,100	\$106,000	\$73,400
Percent Change:	- n/a -	1.83%	5.89%	-30.75%
Total Exemptions:	\$0			
Taxable Value:	\$9,830	\$20,020	\$21,200	\$14,680
Tax Amount:	\$0.00	\$1,081.08	\$1,144.80	\$792.72

[Link To County Tax Collector](#)
SALES INFORMATION

There are no sales for this property in our database.

BUILDING/IMPROVEMENT INFORMATION

1. Single Family	Living Area:	1,664 sf	Year Built:	1963	Eff Year Built:	1963	
Beds:	Baths:	Adjusted Area:	2,384 sf	Stories:	1.0	Rooms:	6
Ext Wall:	WOOD & SHEATHING		Int Wall:	DRYWALL SHEETROCK			
Heating:	HEAT/AC GRAVITY		Plumbing:	AVERAGE			
Roof Type:	HIP GABLE		Flooring:	HARDWOOD			
Roof Material:	ASPHALT SHINGLES		Fireplace:	No			
Building	WOOD DECK (WD 0.2) - 150 sf, OPEN PORCH (OP 0.2) - 120 sf		Grade:	D0			
Subareas:	1,664 sf, 1-STORY (1+1) - 1,664 sf		BASEMENT CONC FL PART FIN (B 0.4) -				

FLOOD ZONE DETAILS

Zone X: Area that is determined to be outside the 1% and 0.2% chance floodplains.

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<http://bar.imapp.com/ilinks/property?upin=US01117285163001036000&report=tax>

8/25/2009



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Shelby County Tax Report - No Address Available For This Property

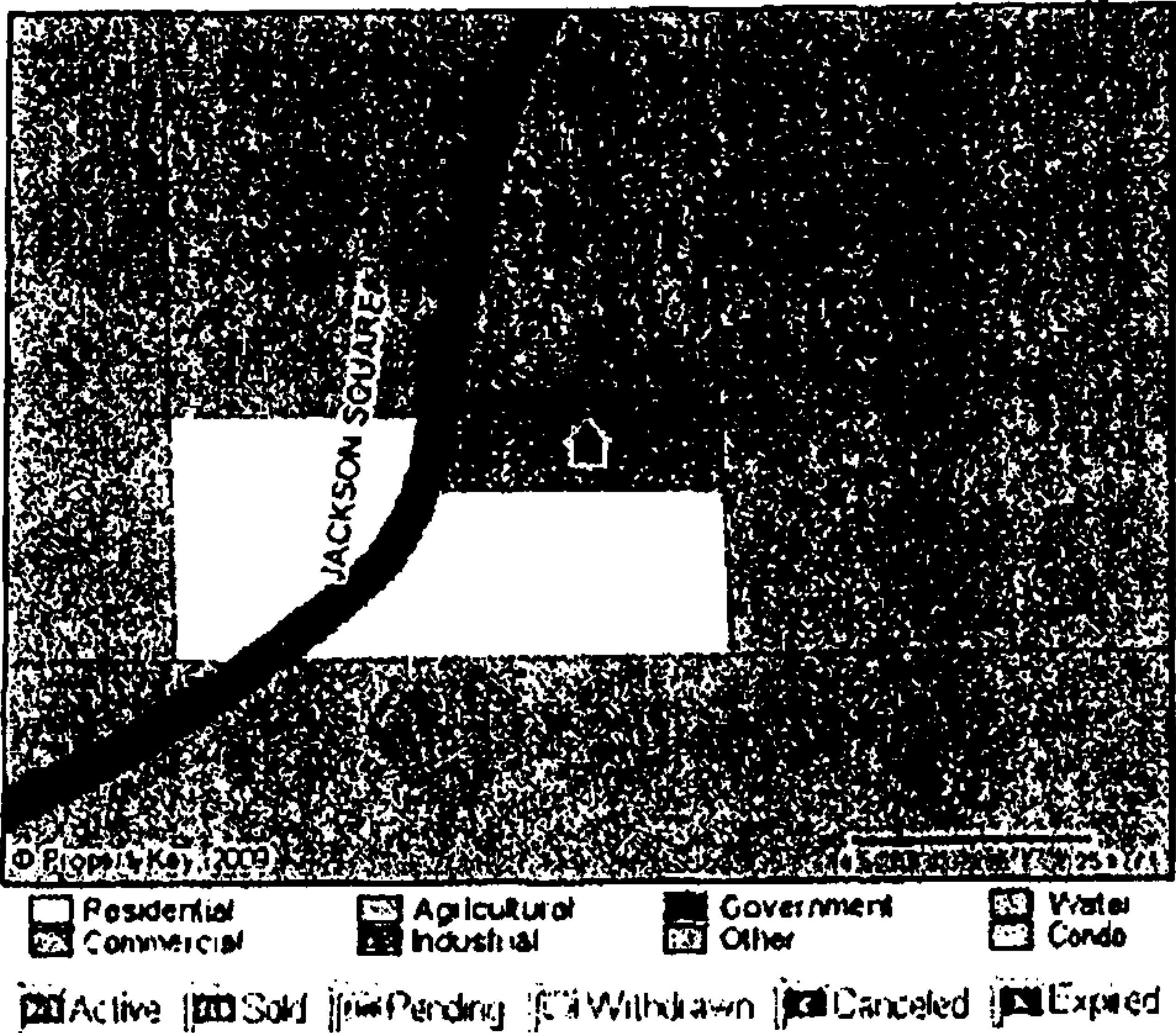
Exhibit "D"
[Signature]

PROPERTY INFORMATION
PID # 35-3-05-0-001-033.004
Property Type: Other/Unclassified
Property Address:
No Address Available For This Property
Current Owner:
WALTON T H
Tax Mailing Address:
PO BOX 1968
GARDENDALE, AL 35071-1968

Land Areas:
1. UNKNOWN / 000
Lot Size: 0.7 acres / 30,492 sf
Frontage: 100 ft
Depth: 335 ft
Tax District: COUNTY
Subdivision:

Twn: / Rng: 35 / Sec: 05
Block: / Lot:
Legal Description:


Plat Book: / Plat Page:
Census Tract: / Block:
Lat: 33.084175 Lon: -86.796318



TAX VALUATION INFORMATION				
	2005 Final	2006 Final	2007 Final	2008 Final
Building Value:	\$0			
Extra Feature Value:	\$0			
Land Value:	\$5,810			\$5,810
Total Assessed Value:	\$5,810	\$5,810	\$5,810	\$5,810
Percent Change:	- n/a -	0%	0%	0%
Total Exemptions:	\$0			
Taxable Value:	\$1,162	\$1,180	\$1,180	\$1,180
Tax Amount:	\$51.92	\$51.92	\$51.92	\$51.92
Link To County Tax Collector				
SALES INFORMATION				
There are no sales for this property in our database.				
BUILDING/IMPROVEMENT INFORMATION				
No buildings on this property.				
FLOOD ZONE DETAILS				
Zone X:	Area that is determined to be outside the 1% and 0.2% chance floodplains.			

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Birmingham Association of REALTORS® - IMAPP
Shelby County Tax Report - 238 JACKSON SQ, CALERA, AL 35040-3525

Exhibit E

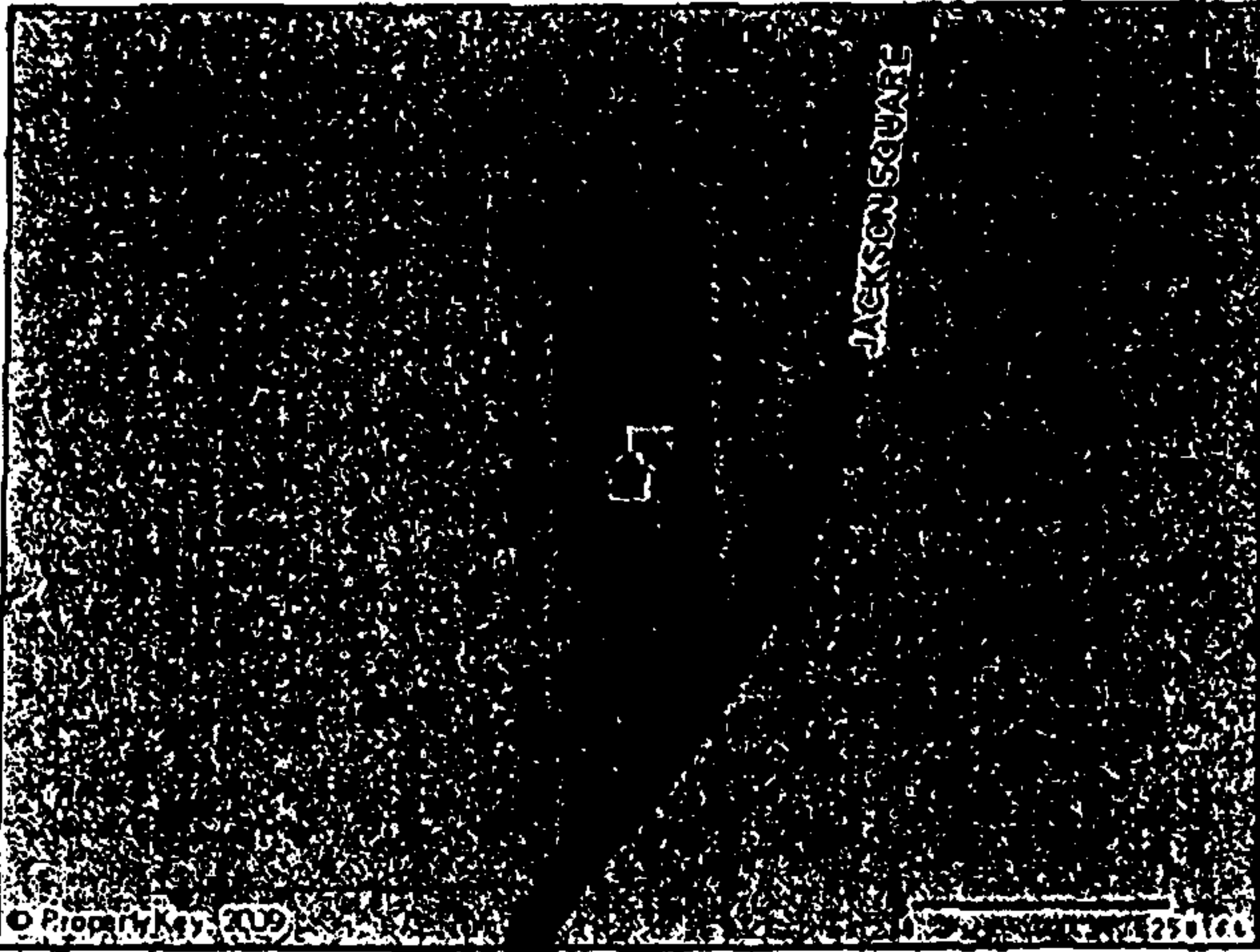
[Signature]

PROPERTY INFORMATION
PID # 35-3-05-0-001-033.000
Property Type: Other/Unclassified
Property Address:
 238 JACKSON SQ
 CALERA, AL 35040-3525
Current Owner:
 WALTON T H
Tax Mailing Address:
 PO BOX 1968
 GARDENDALE, AL 35071-1968
Phone: (205) 668-7613
(see phone use disclaimer below)

Land Areas:
 1. UNKNOWN / 000
Lot Size: 1.76 acres / 76,666 sf
Frontage: 240 ft
Depth: 610 ft
Tax District: COUNTY
Subdivision:

Twn: / Rng: 35 / Sec: 05
Block: / Lot:
Legal Description:

Plat Book: / Plat Page:
Census Tract: / Block:
Lat: 33.086507 Lon: -86.796246



☐ Residential
☒ Commercial
☐ Agricultural
☐ Industrial
☐ Government
☐ Other
☐ Water
☐ Condo

☒ Active
☐ Sold
☐ Pending
☐ Withdrawn
☐ Canceled
☐ Expired

TAX VALUATION INFORMATION

	2005 Final	2006 Final	2007 Final	2008 Final
Building Value:	\$0			
Extra Feature Value:	\$0			
Land Value:	\$10,700			\$10,700
Total Assessed Value:	\$10,700	\$10,700	\$10,700	\$10,700
Percent Change:	- n/a -	0%	0%	0%
Total Exemptions:	\$0			
Taxable Value:	\$1,070	\$1,080	\$1,080	\$1,080
Tax Amount:	\$47.52	\$47.52	\$47.52	\$47.52


[Link To County Tax Collector](#)

SALES INFORMATION
 There are no sales for this property in our database.

BUILDING/IMPROVEMENT INFORMATION
 No buildings on this property.

FLOOD ZONE DETAILS
 Zone X: Area that is determined to be outside the 1% and 0.2% chance floodplains.

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 Telephone numbers may appear on the FTC/FCC national do not call registry. Callers must check telephone numbers against the registry before making sales calls.
 Fines for failure to comply may reach \$11,000. See <http://telemarketing.donotcall.gov> for details.



20091222000466020 19/20 \$68.00
 Shelby Cnty Judge of Probate, AL
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PAY TO THE ORDER OF Re-Max Title Ind + Office \$ 500.00 DOLLARS @

MAVERICK ENTERPRISES LLC
P.O. BOX 1010
ALABASTER, AL 35007

DATE Aug 25 2009

1486

FOR _____

Union State Bank
Hoover, AL 35226

⑆001486⑆ ⑆052203395⑆ 78 003 568⑆



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