

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P. O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Roy Martin Construction, LLC
1960 Suite A, Highway 33
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) and other good and valuable consideration, to the undersigned **Virginia Borden Johnson, as Personal Representative of the Estate of Mary K. Johnson, deceased, PR Case No. 2011-000099, pursuant to the Order dated May 13, 2011** (herein referred to as Grantor), in hand paid by Roy Martin Construction, LLC (herein referred to as Grantee), the receipt whereof is hereby acknowledged, Grantor does, by these presents, grant, bargain, sell and convey unto Grantee the following described real estate, situated in Shelby County, Alabama, to wit:

Southwest corner of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama; thence 23 degrees 42 minutes right from the West line of said Section 7 a distance of 453.28 feet to a point; thence 25 degrees 54 minutes right and along the centerline of Fungo Hollow Road a distance of 718.24 feet to a point; thence 90 degrees 0 minutes right and 40 feet to a point on the East right of way line of said Fungo Hollow Road and to the point of beginning of the property being described; thence continue along last described course 315.21 feet to a point; thence 90 degrees left 208.71 feet to a point; thence 90 degrees left 310.90 feet to a point on the said East right of way line of Fungo Hollow Road; thence Southwesterly along a highway curve to the left an arc distance of 60.46 feet to the end of said curve; thence continue Southwesterly along said right of way 148.27 feet to the point of beginning.

SUBJECT TO: (1) Current taxes; (2) Mineral and mining rights not owned by Grantors; (3) Right of way and easement in favor of County Board of Education of Shelby County and City of Pelham for installation and maintenance of a sewer line and for sewer, water and other utilities as set forth and described in Instrument 2000, at Page 3233, in the Probate Office of Shelby County, Alabama; (4) Transmission line permit in favor of Alabama Power Company recorded in Volume 238, at Page 604, in the Probate Office of Shelby County, Alabama.

This sale is made pursuant to the Order Approving Private Sale in Probate Case Number PR-2011-000099, a copy of which is attached as Exhibit "A."

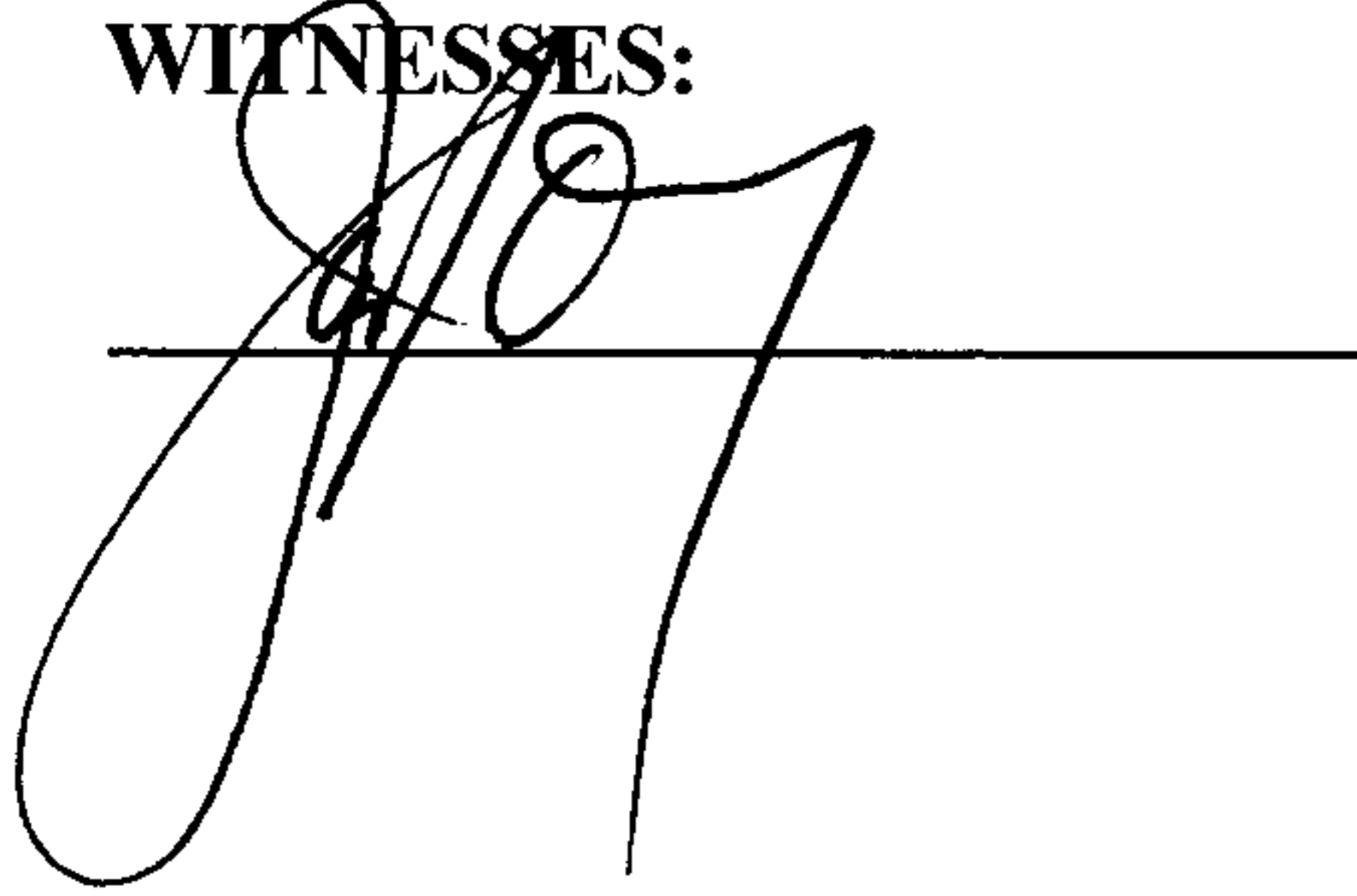
TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.


And said Grantor does for herself, her successors and assigns, covenant with said Grantee, its successors and assigns, that she is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and

convey the same as aforesaid; that Grantor will, and her successors and assigns shall, warrant and defend the same to the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 17th day of May, 2011.

WITNESSES:

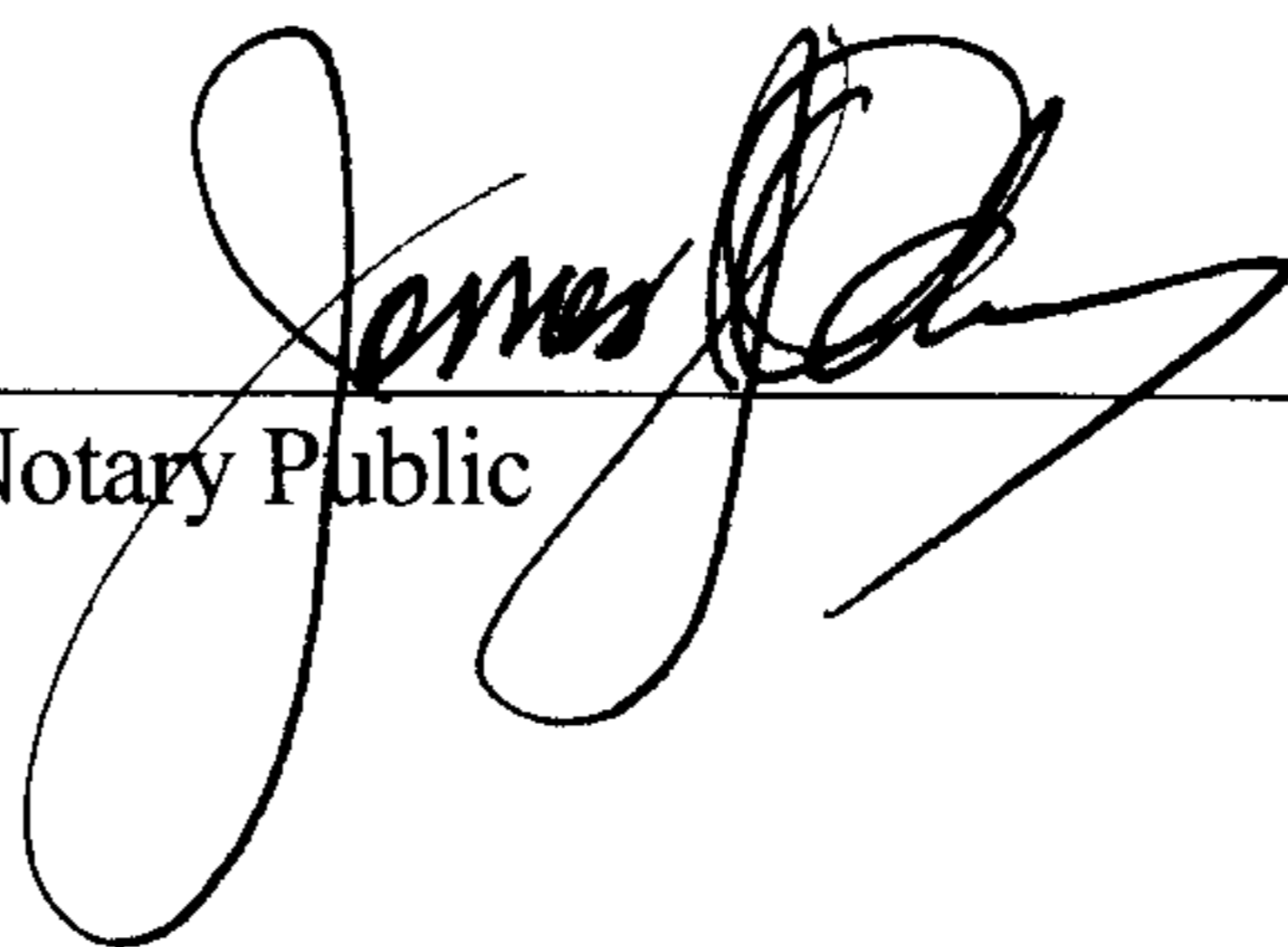



Virginia Borden Johnson, as Personal Representative of the Estate of Mary K. Johnson, deceased, PR Case #2011-000099, pursuant to the Order dated May 13, 2011


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Virginia Borden Johnson, as Personal Representative of the Estate of Mary K. Johnson, deceased, PR Case #2011-000099, pursuant to the Order dated May 13, 2011**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, in her capacity as Personal Representative of the Estate of Mary K. Johnson, deceased, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of May, 2011.


Notary Public

My Commission Expires: 7-14-11


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Shelby Cnty Judge of Probate, AL
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Shelby Cnty Judge of Probate, AL
05/26/2011 12:48:05 PM FILED/CERT

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF
Mary K. Johnson,
deceased.

)
)
)

CASE # PR-2011-000099

ORDER APPROVING PRIVATE SALE

This cause came before the Court on petition of the Personal Representative, Virginia Borden Johnson, for an order authorizing her to sell, at private sale, decedent's real property located at 1770 Highway 33, Pelham, Alabama 35124 and further described to as follows:

"See Attached 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 waived notice and 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.

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ORDERED to report the completion of said sale within 30 days.

Costs of court are hereby taxed against the estate of Mary K. Johnson.

DONE and ORDERED this 13th day of May, 2011.


JAMES W. FUHRMEISTER
Judge of Probate

cc: Patrick E. Kennedy, Esq.
Virginia Borden Johnson, Personal Representative

ENTERED AND FILED
MAY 13 2011
KIMBERLY MELTON CHIEF CLERK
PROBATE COURT
SHELBY COUNTY ALABAMA

Exhibit A

1770 Highway 33, Pelham, Alabama 35124

Commence at the Southwest corner of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, thence 23 degrees 42 minutes right from the west line of said Section 7 a distance of 453.28 feet to a point; thence 25 degrees 54 minutes right and along the centerline of Fungo Hollow Road a distance of 7d18.24 feet to a point; thence 90 degrees 0 minutes right and 40 feet to a point on the East right of way line of said Fungo Hollow Road and to the point of beginning of the property being described; thence continue along last described course 315.21 feet to a point; thence 90 degrees left 208.71 feet to a point; thence 90 degrees left 310.90 feet to a point on the said East right of way line of Fungo Hollow Road thence Southwesterly along a highway curve to the left an arc distance of 60.46 feet to the end of said curve; thence continue southwesterly along said right of way 148.27 feet to the point of beginning.



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Exhibit B

20110526000156350 5/7 \$165.00
Shelby Cnty Judge of Probate, AL
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GENERAL RESIDENTIAL SALES CONTRACT

Date 4/18/11

The undersigned Purchaser (s) Roy Martin Construction, LLC hereby agrees to purchase

And the undersigned Seller (s) Undersigned, hereby agrees to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of Pelham, County of Shelby, Alabama, on the terms stated below:

Address 1770 Hwy 33, Pelham, Alabama and legally described as Lot _____
Block _____ Survey _____ Map Book _____ Page _____

1. **The Purchase Price** Shall be \$ 135,000.00 payable as follows:
 Earnest Money, receipt of which is hereby acknowledged ..\$ 1,000.00
 Cash on closing this sale.....\$ 134,000.00

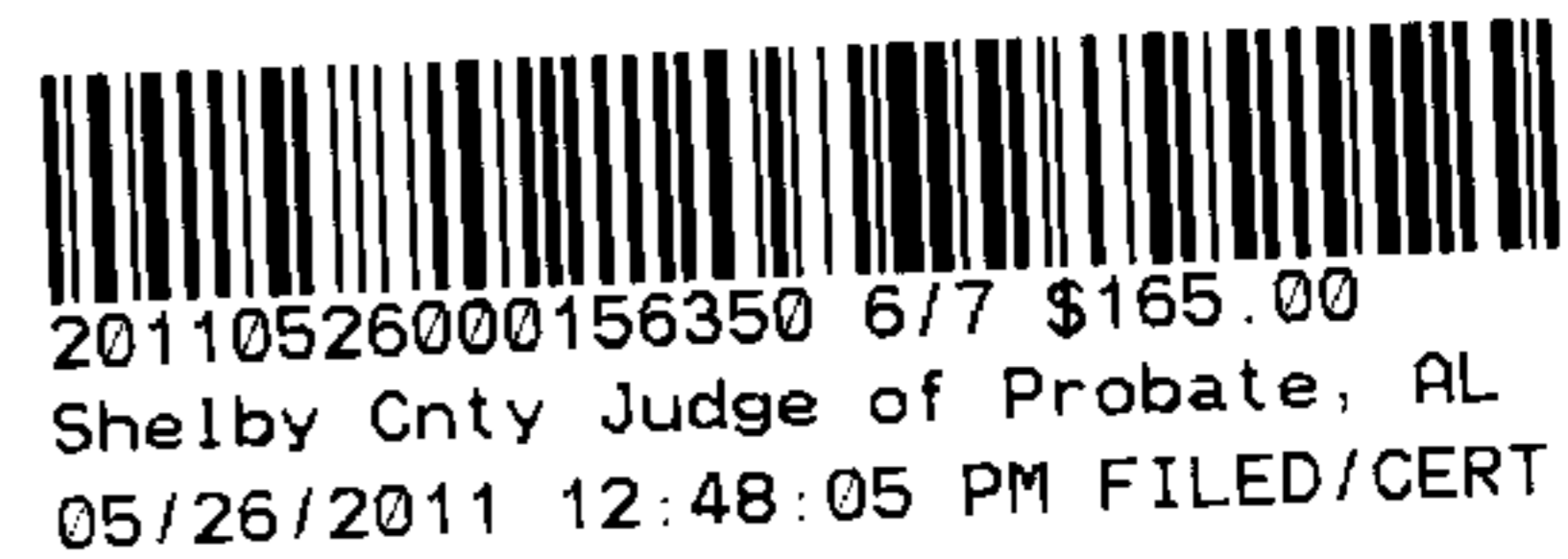
2. **Earnest Money & Purchaser's Default:** Seller and Purchaser hereby direct James J. Odom, Attorney hold the earnest money in trust until this contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of the Seller. When the earnest money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the contract without further recourse on the part of the Purchaser. James J. Odom, Attorney to close the transaction not to exceed \$250.00 each.

3. **Title Insurance:** Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 7 below; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the seller.

4. **Prorations:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal are presumed to be pain in arrears for purpose of proration; municipal taxes, if any, are presumed to be paid in advance.

5. **Closing and Possession Dates:** The sale shall be closed and the deed delivered upon exestuation of estate of Mary K. Johnson, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed if the Property is vacant; otherwise possession shall be delivered on _____

6. **Conveyance:** Seller agrees to convey the Property to Purchaser by _____
 General warranty deed (check here _____ if Purchasers desire title as joint tenants




with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller and subject to present zoning classification, R1 and is X is not located in a flood plain, and unless otherwise agreed herein, subject to utility easement serving the property, residential subdivision covenant and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the property for residential purposes.

7. **Seller Warrants** that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the Contract. These warranties shall survive the delivery of the deed.
8. **Fire/Smoke/Gas Detectors:** Purchaser shall satisfy himself/herself 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, Purchaser shall be solely responsible for compliance with such laws.
9. **Risk of Loss:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing and Seller is unable to restore it to its previous condition prior to closing, the Purchaser shall have the option of canceling this Contract and recovering the earnest money or accepting the Property in its damaged condition provided that notice of cancellation must be received prior to closing. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.
10. **Selection of Attorney:** Purchaser and Seller hereby X do do not agree to share the fees of a closing attorney. Purchaser and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to be represented at all times in connection with this Contract, and the closing, by an attorney of their own choosing at their own expense.
11. **Entire Agreement:** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser nor Seller shall be bound by any understanding, agreement, promise or representation concerning the Property, expressed or implied, not specified herein.
12. Seller agrees to leave the following items in the home:

Refrigerator
Washer & dryer
Freezer

2 Bedroom suites
2 Couches
Television
Table and 4 chairs in kitchen area


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This is intended to be a legally and binding contract. If you do not understand the legal effect of any part of this contract, seek legal advice before signing.


Roy Martin Construction, LLC


By: Roy L. Martin Sole Member Date 4-18-11

Witness to Purchaser's Signature

Purchaser Date

Witness to Seller's Signature


By: Virginia Johnson, Executor
of the Estate of
Mary K. Johnson

Earnest Money: Final receipt is hereby acknowledged of the earnest money as herein set forth.

Cash _____ Check # 1234 By _____ Date 4-18-11