

IN THE MATTER OF THE ESTATE OF
STANLEY MORRIS BEARD

DECEASED.

) IN THE PROBATE COURT
) OF ELMORE COUNTY, ALABAMA
)

) CASE NO.: 2010 PROBATE P2012 1636
Recorded in Above Book and Page

04/03/2012 02:21:02 PM

JIMMY STUBBS
PROBATE JUDGE
Elmore County, AL

PETITION FOR SALE OF REAL PROPERTY TO PAY DEBTS
(Decedent)

COMES NOW the petitioner, Gladys D. Hatcher, as personal representative of the Estate of Stanley Morris Beard, deceased (the "decendent"), and respectfully shows the Court the following facts:

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

Begin at the NW corner of the NE 1/4-NW 1/4 of Section 36, Township 20 South, Range 2 West; thence S 89 degrees 39' 08" E, along the North line of said 1/4-1/4 Section a distance of 695.04'; thence, leaving said 1/4-1/4 Section line S 0 degrees 01' 40" W a distance of 2,848.78'; thence N 81 degrees 53' 50" W a distance of 657.75'; thence N 0 degrees 52' 54" W a distance of 2,760.62' to the Point of Beginning. Said parcel of land contains 43.31 acres, more or less.

Subject to the following easement:

A 50' ingress/egress, utilities and drainage easement located 25' either side of and parallel to the following described Centerline; commence at the NW corner of the NE 1/4 NW 1/4 of Section 36, Township 20 South, Range 2 West; thence S 89 degrees 39' 08" E, along the North line of said 1/4 1/4 Section a distance of 695.04'; thence, leaving said North line S 0 degrees 01' 40" W a distance of 2,666.42' to the beginning of said Centerline; thence S 55 degrees 58' 45" W, along said Centerline a distance of 236.31'; thence N 89 degrees 02' 41" W, along said Centerline a distance of 49.88'; thence S 56 degrees 04' 55" W, along said Centerline a distance of 23.68' to the end of said Centerline.

The above described real estate is herein conveyed subject to all ad valorem taxes, existing easements, right-of-ways, restrictions, and covenants of record.

Said property is situated, lying, and being in Shelby County, Alabama

2. It is necessary in order to pay the debts of the decedent that the above-described real property be sold.

3. As it currently stands, this property has a tax appraised value of \$381,130.00. (See, Ex. "A"). However, this property is landlocked and does not have a deeded easement. Mr. Beard and his sister, Joyce Whitley, who owns property that adjoins Mr. Beards, were involved in a lawsuit together in Shelby County, (*Stanley Morris Beard, et al v. Rita Kennedy*, 2006-90017), in which they tried to establish a prescriptive easement.

4. On May 6, 2010 the Shelby County Court determined that Mr. Beard and Mrs. Whitley did not have prescriptive easement. Consequently, on August 24, 2010, Mr. Beard and Mrs. Whitley filed a lawsuit in the Shelby County Probate Court to establish a private right of condemnation in order to establish an easement to their respective properties. To date, no ruling has been made in this case. Consequently, this property has been in litigation for approximately six year, which has substantially devalued this property because any purchaser would have to substitute himself/herself/itself into a lawsuit. Moreover, due to the decline in the real estate market this property has been further devalued.

5. As it currently stands, Petitioner has finally been able to obtain a buyer for the above referenced property. (See, Ex. "B"). Unfortunately, the buyer will only offer \$75,000.00 to purchase this property because he will have substantial costs in litigating the access issue to completion, paying for the access itself, and paying attorneys and court costs.

6. Petitioner feels this is a fair price given the circumstances. Moreover, Petitioner is the only devisee and feels that if she sells the property for this price, then she will be able to pay the creditors of this estate most, if not all, of the money due to them.

7. As part of the contract to sell, Petitioner must obtain an order to sell from this Court even though the decedent's Last Will and Testament authorized Petitioner to sell real and personal property without court approval. (See, Ex. "C")

8. The names, ages, conditions, and residences of the devisees of said estate are as follows:

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Shelby Cnty Judge of Probate, AL
04/30/2012 09:55:45 AM FILED/CERT

Gladys D. Hatcher (Over nineteen years of age, friend, and competent)
4015 Fairground Road
Montgomery, Alabama 36110

WHEREFORE, the Petitioner prays that the Court will authorize the Petitioner to sell the aforesaid real property, or so much thereof as may be necessary, in order to pay the debts of the decedent, and that such proceedings, orders and decrees be had and made in the premises as may be necessary to effect said sale for such purpose according to law.

D. Jason Britt

D. Jason Britt
STONE & BRITT, LLC
52 Wisteria Place
Post Office Box 1609
Millbrook, Alabama 36054
Telephone: 334.285.1976
Facsimile: 334.285.1940
(BRI048)
Email: jason.britt@stonebritt.com

Gladys D. Hatcher

Gladys D. Hatcher
Petitioner
4015 Fairground Road
Montgomery, Alabama 36110

NOTARY ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF Montgomery)

Gladys D. Hatcher being duly sworn deposes and says that the facts averred in the above petition are true, according to the best of my knowledge, information and belief.

Subscribed and sworn before me, this the 29th day of March, 2012.

Don S. Larson

Notary Public

{SEAL}

884 Larson Commercial Blvd.

Address

Montgomery, AL 36117

City, State, Zip Code

My commission expires: 3-11-2014



IN THE MATTER OF THE ESTATE OF
STANLEY MORRIS BEARD

DECEASED.

) IN THE PROBATE COURT
) OF ELMORE COUNTY, ALABAMA
)
) CASE NO.: 2010-420

EXHIBIT "A"


20120430000146750 4/21 \$72.00
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PRODAT P2012 1640

Shelby County Tax Assessment Records Search[To go to corresponding Tax Billing record, click here.](#)

Parcel Nbr	Tax Year	Supp Nbr	Name1	Name2	Address1	Address2	City	State	Zip
147360000002000	2010	0	BEARD STANLEY MORRIS		5460 ELM STREET		MILLBROOK	AL	36054

Land Value1	Land Value2	Current Use Val	Commercial Improvement1 Code	Commercial Improvement1 Value	Commercial Improvement2 Code	Commercial Improvement2 Value	Commercial Improvement3 Code	Commercial Improvement3 Value	Commercial Improvement4 Code	Commercial Improvement4 Value
381,130.00	.00	28,760.00		.00		.00		.00		.00

Improvement1 Code	Improvement1 Value	Improvement2 Code	Improvement2 Value	Improvement3 Code	Improvement3 Value	Improvement4 Code	Improvement4 Value	Improvement5 Code	Improvement5 Value	Improvement6 Code	Improvement6 Value
	.00		.00		.00		.00		.00		.00

[To see definitions of improvements codes, click here.](#)[To see definitions of exemption codes, click here.](#)

BOE Value	Prev Yr Value	Exemption Code	Over 65 Code	Prop Class	Mun Code	School Dist	Sales Price	Tax Sate
381,130.00	381,130.00	0		3	1	2	.00	

Subdiv	Primary Lot	Secondary Lot	Block	Section	Township	Range	Map Book	Map Page	Lot Dim 1	Lot Dim 2	Nbr of Acres	Sq Feet
			000	36	20S	02W	0	0	.00	.00	43.31	1,886,583.60

Description
BEG NW COR NE1/4 NW1/4 E695.04 S2848.78 W657.75 N2760.62 TO POB

Recorded Dates	Recorded Numbers
20020327	20020001836800000

[Back to Tax Assessment Records Search Page](#)[Back to Shelby County Home](#)


 20120430000146750 5/21 \$72.00
 Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"


20120430000146750 6/21 \$72.00
Shelby Cnty Judge of Probate, AL
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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: 1-5-12

The undersigned Buyer(s) Randall Goggans and or assigns hereby agrees to purchase and
(Please print exact names in which title will be taken)
the undersigned Seller(s) Gladys Hatcher 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 _____, County of Shelby, Alabama, on the terms stated below:

Address Approximately 43 acres - Hwy. 331

Zip Code: _____

Legal Description: Lot _____ Block _____ Survey See attached Exhibit "A"
for legal description Map Book _____ Page _____

1. **THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$** 75,000.00
Earnest Money under this Contract shall be \$ 1,000.00

(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 _____, 20____, 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 1-31-12, 20____ at _____ a.m. _____ p.m. _____.

3. **EARNEST MONEY & BUYER'S DEFAULT:** Seller and Buyer hereby direct James Burford, Attorney 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 5



20120430000146750 7/21 \$72.00
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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.

4. AGENCY DISCLOSURE:

The listing company is None
The selling company is None

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 HC

Seller's Initials HH

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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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: new. 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.

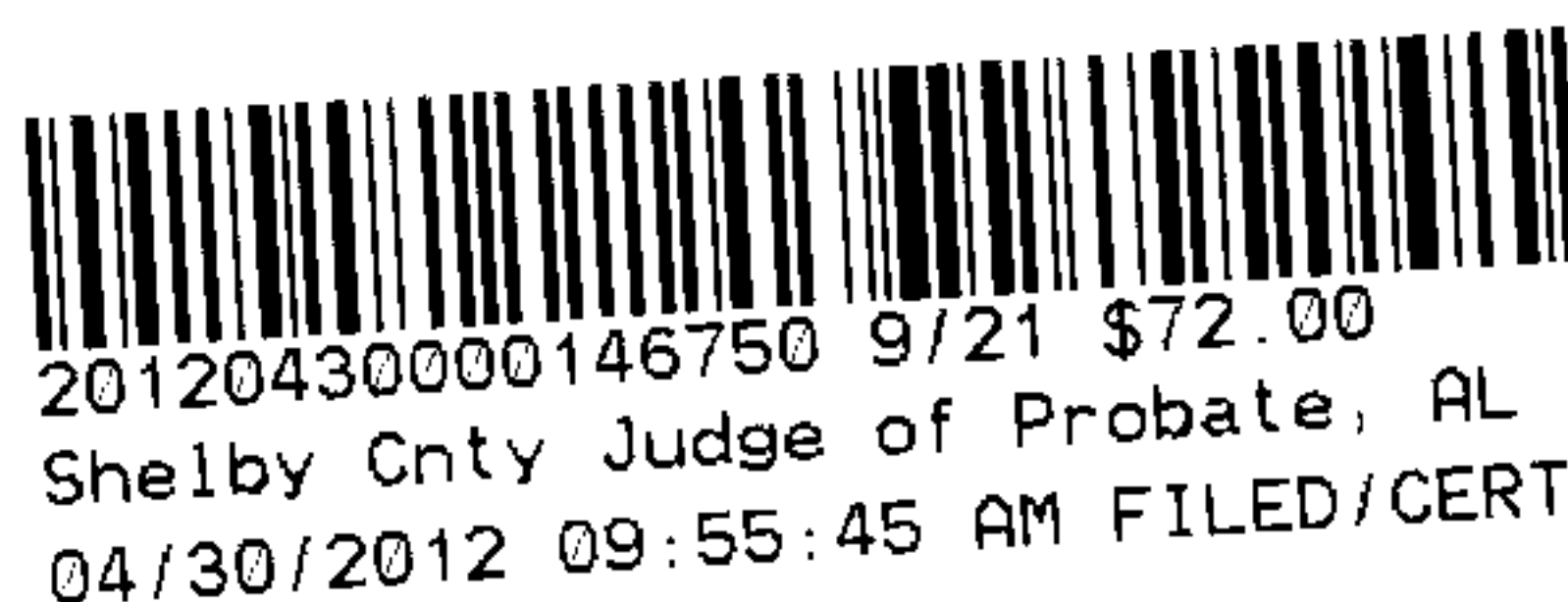
Buyer's Initials RHC ☐ Seller's Initials MS ☐

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 RHC ☐ Seller's Initials MS ☐

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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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

RHC

Seller's Initials

JK

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



20120430000146750 10/21 \$72.00
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16. **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.

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

18. **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. *Purchaser will pay attorney fee, title insurance, and all other normal closing costs.*

19. **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.

20. *Purchaser is a licensed real estate broker.*

21. *Purchaser is aware that property does not have access for ingress and egress. Seller will grant to Goggans at closing his consent for Goggans to be substituted as plaintiff in case with Rita Kennedy.*

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 Brandon H. Goggans (Date)

Witness to Buyer's Signature

Buyer (Date)

Witness to Seller's Signature

Seller Gladys Hatcher (Date)

Witness to Seller's Signature

Seller (Date)

Finalized Date: _____, 20____
(Date on which last party signed or initialed acceptance of final offer)

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

☐ CASH

☐ CHECK

LISTING COMPANY: _____ By: _____ DATE _____, 20____

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Lots or Other Unimproved Land Sales Contract, Page 5 of 5



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1. ☐ 27-12-57 2. ☐ 28-12-57 3. ☐ 29-12-57 4. ☐ 30-12-57 5. ☐ 31-12-57 6. ☐ 1-1-58 7. ☐ 2-1-58 8. ☐ 3-1-58 9. ☐ 4-1-58 10. ☐ 5-1-58 11. ☐ 6-1-58 12. ☐ 7-1-58 13. ☐ 8-1-58 14. ☐ 9-1-58 15. ☐ 10-1-58 16. ☐ 11-1-58 17. ☐ 12-1-58 18. ☐ 13-1-58 19. ☐ 14-1-58 20. ☐ 15-1-58 21. ☐ 16-1-58 22. ☐ 17-1-58 23. ☐ 18-1-58 24. ☐ 19-1-58 25. ☐ 20-1-58 26. ☐ 21-1-58 27. ☐ 22-1-58 28. ☐ 23-1-58 29. ☐ 24-1-58 30. ☐ 25-1-58 31. ☐ 26-1-58 32. ☐ 27-1-58 33. ☐ 28-1-58 34. ☐ 29-1-58 35. ☐ 30-1-58 36. ☐ 31-1-58 37. ☐ 1-2-58 38. ☐ 2-2-58 39. ☐ 3-2-58 40. ☐ 4-2-58 41. ☐ 5-2-58 42. ☐ 6-2-58 43. ☐ 7-2-58 44. ☐ 8-2-58 45. ☐ 9-2-58 46. ☐ 10-2-58 47. ☐ 11-2-58 48. ☐ 12-2-58 49. ☐ 13-2-58 50. ☐ 14-2-58 51. ☐ 15-2-58 52. ☐ 16-2-58 53. ☐ 17-2-58 54. ☐ 18-2-58 55. ☐ 19-2-58 56. ☐ 20-2-58 57. ☐ 21-2-58 58. ☐ 22-2-58 59. ☐ 23-2-58 60. ☐ 24-2-58 61. ☐ 25-2-58 62. ☐ 26-2-58 63. ☐ 27-2-58 64. ☐ 28-2-58 65. ☐ 29-2-58 66. ☐ 30-2-58 67. ☐ 31-2-58 68. ☐ 1-3-58 69. ☐ 2-3-58 70. ☐ 3-3-58 71. ☐ 4-3-58 72. ☐ 5-3-58 73. ☐ 6-3-58 74. ☐ 7-3-58 75. ☐ 8-3-58 76. ☐ 9-3-58 77. ☐ 10-3-58 78. ☐ 11-3-58 79. ☐ 12-3-58 80. ☐ 13-3-58 81. ☐ 14-3-58 82. ☐ 15-3-58 83. ☐ 16-3-58 84. ☐ 17-3-58 85. ☐ 18-3-58 86. ☐ 19-3-58 87. ☐ 20-3-58 88. ☐ 21-3-58 89. ☐ 22-3-58 90. ☐ 23-3-58 91. ☐ 24-3-58 92. ☐ 25-3-58 93. ☐ 26-3-58 94. ☐ 27-3-58 95. ☐ 28-3-58 96. ☐ 29-3-58 97. ☐ 30-3-58 98. ☐ 31-3-58 99. ☐ 1-4-58 100. ☐ 2-4-58 101. ☐ 3-4-58 102. ☐ 4-4-58 103. ☐ 5-4-58 104. ☐ 6-4-58 105. ☐ 7-4-58 106. ☐ 8-4-58 107. ☐ 9-4-58 108. ☐ 10-4-58 109. ☐ 11-4-58 110. ☐ 12-4-58 111. ☐ 13-4-58 112. ☐ 14-4-58 113. ☐ 15-4-58 114. ☐ 16-4-58 115. ☐ 17-4-58 116. ☐ 18-4-58 117. ☐ 19-4-58 118. ☐ 20-4-58 119. ☐ 21-4-58 120. ☐ 22-4-58 121. ☐ 23-4-58 122. ☐ 24-4-58 123. ☐ 25-4-58 124. ☐ 26-4-58 125. ☐ 27-4-58 126. ☐ 28-4-58 127. ☐ 29-4-58 128. ☐ 30-4-58 129. ☐ 31-4-58 130. ☐ 1-5-58 131. ☐ 2-5-58 132. ☐ 3-5-58 133. ☐ 4-5-58 134. ☐ 5-5-58 135. ☐ 6-5-58 136. ☐ 7-5-58 137. ☐ 8-5-58 138. ☐ 9-5-58 139. ☐ 10-5-58 140. ☐ 11-5-58 141. ☐ 12-5-58 142. ☐ 13-5-58 143. ☐ 14-5-58 144. ☐ 15-5-58 145. ☐ 16-5-58 146. ☐ 17-5-58 147. ☐ 18-5-58 148. ☐ 19-5-58 149. ☐ 20-5-58 150. ☐ 21-5-58 151. ☐ 22-5-58 152. ☐ 23-5-58 153. ☐ 24-5-58 154. ☐ 25-5-58 155. ☐ 26-5-58 156. ☐ 27-5-58 157. ☐ 28-5-58 158. ☐ 29-5-58 159. ☐ 30-5-58 160. ☐ 31-5-58 161. ☐ 1-6-58 162. ☐ 2-6-58 163. ☐ 3-6-58 164. ☐ 4-6-58 165. ☐ 5-6-58 166. ☐ 6-6-58 167. ☐ 7-6-58 168. ☐ 8-6-58 169. ☐ 9-6-58 170. ☐ 10-6-58 171. ☐ 11-6-58 172. ☐ 12-6-58 173. ☐ 13-6-58 174. ☐ 14-6-58 175. ☐ 15-6-58 176. ☐ 16-6-58 177. ☐ 17-6-58 178. ☐ 18-6-58 179. ☐ 19-6-58 180. ☐ 20-6-58 181. ☐ 21-6-58 182. ☐ 22-6-58 183. ☐ 23-6-58 184. ☐ 24-6-58 185.	
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IN THE MATTER OF THE ESTATE OF
STANLEY MORRIS BEARD

DECEASED.

) IN THE PROBATE COURT
) OF ELMORE COUNTY, ALABAMA
)
) CASE NO.: 2010-420

EXHIBIT "C"


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Shelby Cnty Judge of Probate, AL
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MAGIC CITY TITLE



PROBAT P2012 1649

3535 Grandview Parkway, Suite 550
Birmingham, Alabama 35243

Telephone: 205-326-0250
Fax: 205-326-0251
www.magiccitytitle.com

INVOICE

To: **Randy Goggans**

Date: **March 8, 2012**

CASE NUMBER 172315

OWNERS INSURANCE AMOUNT (HUD LINE 1106): \$75,000.00

MORTGAGEE INSURANCE AMOUNT (HUD LINE 1105): \$

	<u>GFE Line #</u>	<u>HUD-1 Line #</u>	<u>Amount</u>
Owners Policy:	5	1103	\$250.00
Loan Policy:	4	1104	\$
Elmore County			
Search/Exam:	4	1101	\$150.00
Other:	4	1101	\$

TOTAL DUE: \$400.00

REISSUE ALLOWANCE: NO

UNDERWRITER: Commonwealth Land Title Insurance Company

**COMMENTS: HUD LINE 1107: \$200.00
HUD LINE 1108: \$50.00**

LEGAL: Legal located in Jefferson County

OWNER: Gladys D. Hatcher, beneficiary and personal representative of the Estate of Stanley Morris Beard, deceased, Probate Case No. 2010-420 in the Probate Office Elmore County, Alabama

PURCHASER: Randy Goggans

*****PLEASE RETURN A COPY OF THE INVOICE WITH REMITTANCE*****

20120430000146750 14/21 \$72.00
Shelby Cnty Judge of Probate, AL
04/30/2012 09:55:45 AM FILED/CERT

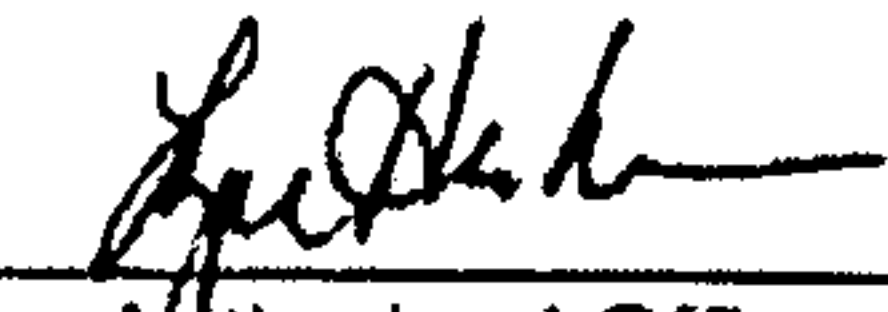
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: February 3, 2012 at 8:00 a.m.
2. Policy or Policies to be issued:
 - (a) ALTA Owner's Policy (6-17-06) \$ 75,000.00
Proposed INSURED:
Randy Goggans
 - (b) \$
Proposed INSURED:
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Gladys D. Hatcher, beneficiary and Personal Representative of the Estate of Stanley Morris Beard, deceased, Probate Case No. 2010-420, Elmore County, Alabama
5. The land referred to in this Commitment is described as follows:

Begin at the Northwest corner of the Northeast ¼ Northwest ¼ of Section 36, Township 20 South, Range 2 West; thence S 89°39'08" E, along the North line of said ¼ ¼ Section a distance of 695.04'; thence, leaving said ¼ ¼ Section line S 0°01'40" W a distance of 2848.78'; thence N 81°53'50" W a distance of 657.75'; thence N 0°52'54" W a distance of 2760.62' to the point of beginning. All being situated in Shelby County, Alabama.

Countersigned:
Magic City Title, Inc.
3535 Grandview Parkway, Suite 550
Birmingham, Alabama 35243

By: 
Authorized Officer or Agent

BB


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Shelby Cnty Judge of Probate, AL
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ALTA Commitment – Schedule A
(Rev. 6/06)

Valid only if Schedule B and Cover are attached

**SCHEDULE B – SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- a. The Company requires receipt in writing of the name of anyone not referred to in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land herein. Additional requirements and/or exceptions may then be added.
- b. Pay the full consideration to, or for the account of, the grantor for the estate or interest to be insured.
- c. Instruments in insurable form which must be executed, delivered and duly filed for record, to wit:
 1. **Petition authorizing Gladys D. Hatcher, Personal Representative of the Estate of Stanley Morris Beard, deceased, Probate Case No. 2010-420, Elmore County, Alabama, to convey subject property to the proposed insured for \$75,000.00 for the Payment of Debts to be granted and a certified copy to be filed in the Probate Office Shelby County, Alabama.**

Warranty deed from Gladys D. Hatcher, Personal Representative of the Estate of Stanley Morris Beard, deceased, Probate Case No. 2010-420, Elmore County, Alabama, to Randy Goggans to be executed in accordance with said order.

Order to be entered confirming said sale.

Note. The following claims are filed in the Estate of Stanley M. Beard in Elmore County:

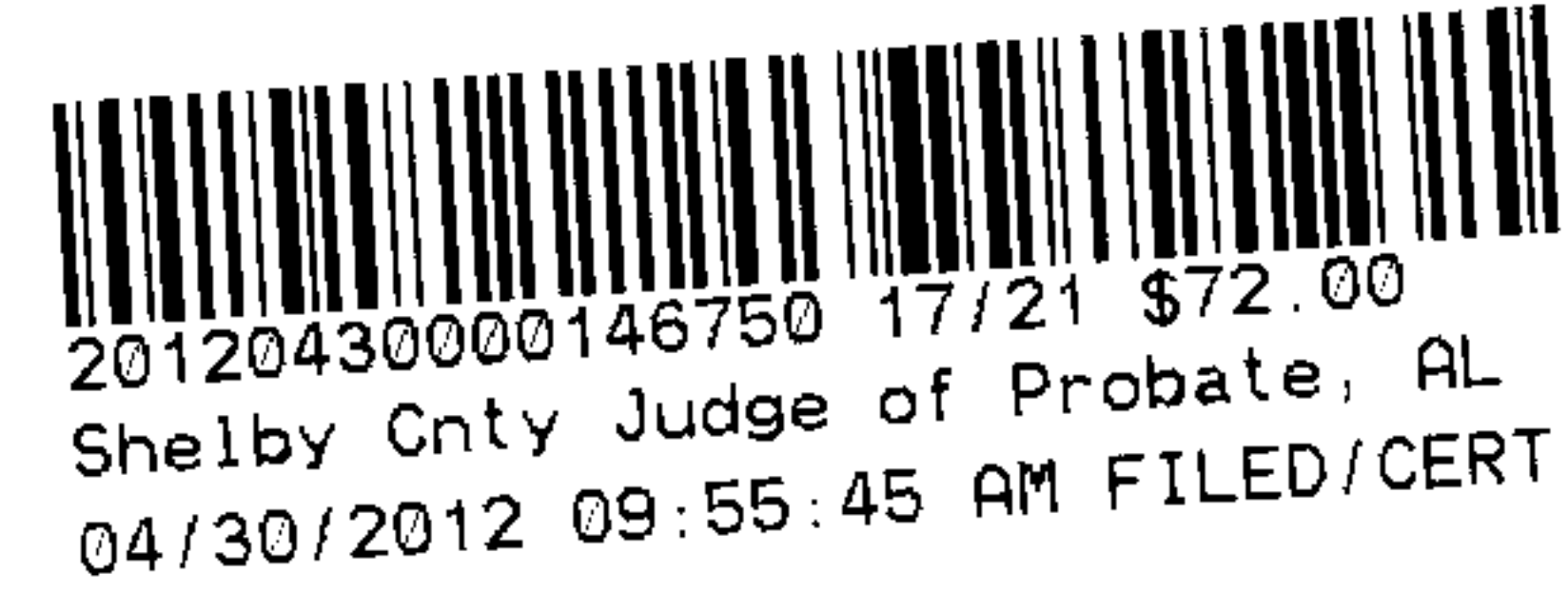
- a. In favor of Bank of America in the amount of \$2,828.64 recorded in Book F, Page 821
 - b. In favor of Baptist Medical Center East in the amount of \$748.62 recorded in Book F, Page 819
 - c. In favor of CitiBank in the amount of \$1,015.19 recorded in Book F, Page 817
 - d. In favor of Discover Card in the amount of \$4,699.27 recorded in Book F, Page 809
 - e. In favor of Joyce Whitley in the amount of \$8,737.08 recorded in Book 2011, Page 472
 - f. In favor of Allison, May & Kimbrough, LLC in the amount of \$3,275.00 recorded in Book F, Page 830.
2. **Satisfactory proof to be filed of record indicating full payment of that amount set forth in agreement recorded in Inst. No. 20100903000286150 has been paid in full.**
 3. **Proper satisfaction of verified claim of creditor filed by Allison, May and Kimbrough, LLC in the amount of \$3,275.00 as recorded in Inst. No. 20110708000197720.**
 4. **ALL PAPERS ARE TO BE FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
 5. **2011 Taxes were paid in the amount of \$108.89 under:**
Parcel No. 14-7-36-0-000-002.

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.



File No. 172315

**SCHEDULE B – SECTION 1
(continued)**



NOTE: FOR INFORMATION ONLY

Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.

NOTE: If this is a residential transaction, please provide the purchaser a copy of the attached Commonwealth Land Title Insurance Company Privacy Policy at closing and certify to us that this has been done.





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Shelby Cnty Judge of Probate, AL
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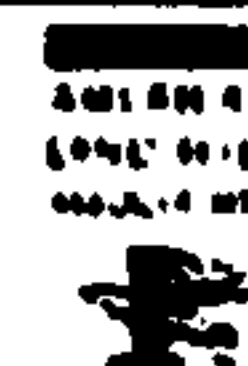
File No. 172315

SCHEDULE B – SECTION 2 EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
3. Taxes for the year 2012 and subsequent years.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
5. Exception is made for lack of access to and from the land.
6. Subject to easement set forth in Inst. No. 2002-18358.
7. Subject to Lis Pendens set forth in Inst. No. 2010-35357.
8. Agreement regarding access over and across subject property as recorded in Inst. No. 20100903000286150.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.





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 Shelby Cnty Judge of Probate, AL
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PROBAT P2012 1636

IN THE MATTER OF THE ESTATE OF) IN THE PROBATE COURT
STANLEY MORRIS BEARD,) OF ELMORE COUNTY, ALABAMA
DECEASED.) CASE NO.: 2010-420

ORDER APPROVING SALE OF REAL PROPERTY

This matter is before the Court on the Petition by Gladys D. Hatcher, by and through her counsel, D. Jason Britt, for approval to sell real property more particularly described below to pay debts of the estate:

Begin at the NW corner of the NE 1/4-NW 1/4 of Section 36, Township 20 South, Range 2 West; thence S 89 degrees 39' 08" E, along the North line of said 1/4-1/4 Section a distance of 695.04'; thence, leaving said 1/4-1/4 Section line S 0 degrees 01' 40" W a distance of 2,848.78'; thence N 81 degrees 53' 50" W a distance of 657.75'; thence N 0 degrees 52' 54" W a distance of 2,760.62' to the Point of Beginning. Said parcel of land contains 43.31 acres, more or less.

Subject to the following easement:

A 50' ingress/egress, utilities and drainage easement located 25' either side of and parallel to the following described Centerline; commence at the NW corner of the NE 1/4 NW 1/4 of Section 36, Township 20 South, Range 2 West; thence S 89 degrees 39' 08" E, along the North line of said 1/4 1/4 Section a distance of 695.04'; thence, leaving said North line S 0 degrees 01' 40" W a distance of 2,666.42' to the beginning of said Centerline; thence S 55 degrees 58' 45" W, along said Centerline a distance of 236.31'; thence N 89 degrees 02' 41" W, along said Centerline a distance of 49.88'; thence S 56 degrees 04' 55" W, along said Centerline a distance of 23.68' to the end of said Centerline.

The above described real estate is herein conveyed subject to all ad valorem taxes, existing easements, right-of-ways, restrictions, and covenants of record.

Said property is situated, lying, and being in Shelby County, Alabama.

This Court having reviewed the petition, consents and other evidentiary documentation submitted with the petition to sale filed by Gladys D. Hatcher and it is therefore, ORDERED, ADJUDGED AND DECREED by the Court that the above described property owned by The Estate of STANLEY MORRIS BEARD, may be sold and the proceeds from such sale shall be

deposited with the law firm of Stone & Britt, LLC to be held until such time as a final hearing on the distribution of those funds can be held.

DONE this 3 day of April, 2012.


Judge of Probate

cc:

D. Jason Britt, Esq.
STONE & BRITT, LLC
52 Wisteria Place
Millbrook, Alabama 36054


20120430000146750 20/21 \$72.00
Shelby Cnty Judge of Probate, AL
04/30/2012 09:55:45 AM FILED/CERT

THE STATE OF ALABAMA

PROBATE COURT

ELMORE COUNTY, ALABAMA

I, JIMMY STUBBS, AS JUDGE OF PROBATE IN AND FOR THE SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A FULL, TRUE AND CORRECT COPY OF:

PETITION FOR SALE OF REAL PROPERTY TO PAY DEBT AND ORDER APPROVING SALE OF REAL PROPERTY IN THE MATTER OF THE ESTATE OF STANLEY MORRIS BEARD, DECEASED

CASE NO. 2010-420

AS FULLY AND COMPLETELY AS THE SAME APPEARS ON FILE AND OF RECORD IN THIS OFFICE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 17TH APRIL, 2012.


JIMMY STUBBS
JUDGE OF PROBATE


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Shelby Cnty Judge of Probate, AL
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