

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:	§	
JAMES R. GOODWIN, JR.	§	BK: 11-06462-TOM7
AND PATRICIA SALORD GOODWIN,	§	
DEBTOR(S).	§	

TRUSTEE'S DEED

This Deed made this the 14th day of 2012, between the bankruptcy Estate of James R. Goodwin, Jr. and Patricia Salord Goodwin, by and through their duly appointed Trustee in Bankruptcy, Andre' M. Toffel, in his capacity as Trustee and not individually, in case number 11-06462-TOM7, in the United States Bankruptcy Court, Northern District of Alabama, Southern Division (hereinafter referred to as "Grantor") and Russell Daniel and Janis H. Daniel, (hereinafter referred to as "Grantees"), pursuant to and authorized by Order of the said Bankruptcy Court dated July 27, 2012.

WITNESSETH

WHEREAS, on or about December 28, 2011, to wit, a voluntary petition for relief under chapter 7 of the Bankruptcy Code was filed by the Debtors, James R. Goodwin, Jr. and Patricia Salord Goodwin, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, case number 11-06462-TOM7

WHEREAS, on or about December 29, 2011, to-wit, Andre' M. Toffel, Grantor was duly appointed as Trustee of the said estate, that he is qualified as such Trustee and entered into proper bond, and that Grantor has continued to act and is now acting and serving as such Trustee, and,

WHEREAS, the Clerk issued notice to all parties in the said bankruptcy case pursuant to the Grantor's Motion for Authority to Sell Property of the Estate by Private Sale, the said Motion being attached hereto as Exhibit "A", and the Bankruptcy Court having issued its Order approving the said Motion, the said Order being attached hereto as Exhibit "B":

NOW THEREFORE, by virtue of the power and authority granted the Grantor to sell property of the Bankruptcy Estate pursuant to the provisions of 11 U.S.C. § 363, and in consideration of the sum of **\$107,000.00** of the lawful money of the United States and other good and valuable consideration, to him in hand paid by the Grantees, receipt of which is hereby acknowledged, the Grantor does hereby remise, release, quitclaim and convey into the said Grantees, Russell Daniel and Janis H. Daniel all the right, title, interest, and claim I have as

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Shelby Cnty Judge of Probate, AL
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Trustee of the Bankruptcy Estate of James R. Goodwin, Jr. and Patricia Salord Goodwin, in and to the following described real estate, to-wit:

Lot 46, according to the Revised Survey of Meadows Plat 2, as recorded in Map Book 20, page 26, in the Probate Office of Shelby County, Alabama.

***James R. Goodwin, Jr. and Patricia Salord Goodwin are one and the same as and also known as James R. Goodwin and Patricia S. Goodwin, grantees in deed recorded in Instrument 20070607000265450 in the Office of the Judge of Probate of Shelby County, Alabama.**

TO HAVE AND TO HOLD unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them. The property herein conveyed is conveyed as is and Grantor gives no guarantee or warranty regarding the condition, fitness, or environmental status of the real property conveyed herein.

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

**THE BANKRUPTCY ESTATE OF
JAMES R. GOODWIN, JR. AND PATRICIA SALORD
GOODWIN; CASE #11-06462-TOM7**

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

**STATE OF ALABAMA]
JEFFERSON COUNTY]**

I, the undersigned authority, a Notary Public in and for said State, hereby certify that Andre' M. Toffel, whose name is signed to the foregoing conveyance as Trustee of the Bankruptcy Estate of James R. Goodwin, Jr. and Patricia Salord Goodwin, Case No. 11-06462-TOM7, U.S. Bankruptcy Court for the Northern District of Alabama and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he in his capacity as trustee in Bankruptcy aforesaid, executed the same voluntarily as such Trustee acting with full authority on the day the same bears date.

Given under my hand and official seal this 14th day of August, 2012.

Janet R. Craft
Notary Public
My commission expires: 2/27/16

This instrument is prepared by:

EXHIBIT A

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

RE:

James R. Goodwin, Jr., and
SSN: xxx-xx-5897
Patricia Salord Goodwin,
SSN: xxx-xx-9037

)
)
)
)
)

CASE NO. 11-06462-TOM-7

The Office of the Clerk of the United States Bankruptcy Court in and for said District, do hereby certify that the attached copies of the Trustee's Motion for Authority to Sell Property by Private Sale, filed by Marvin E. Franklin, Attorney for the Trustee [docket #81], in the above stated case has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Birmingham, Alabama in said District, this the Northern District of Alabama, Southern Division.

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

By: _____

Deputy Clerk

[Seal of the U.S. Bankruptcy Court]
Date of issuance: August 3, 2012


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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:)
JAMES R. GOODWIN, JR.,)
AND PATRICIA SALORD GOODWIN,)
DEBTOR(S).)

CASE NO.: 11-06462-TOM7

**TRUSTEE'S MOTION FOR AUTHORITY
TO SELL PROPERTY BY PRIVATE SALE**


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Pursuant to Bankruptcy Code §363(b) and Federal Rules of Bankruptcy Procedure 2002(a)(2), 2002(c)(1), and 6004(c), the Trustee, André M. Toffel, (Trustee) moves this Honorable Court for authority to sell by private sale property of the estate that is described below, free and clear of liens and other interests except as otherwise stated herein. The proposed sale is other than in the ordinary course of business.

PROPERTY TO BE SOLD:

Real Property located at 274 Jasmine Drive, Alabaster, Alabama, 35007, more particularly described in the sales contract attached as Exhibit A.

TERMS AND CONDITIONS OF SALE

The sale will be by Private Sale for \$107,000.00. The purchaser is Russell and Janice Daniels. The sale will be closed after 10 days from the order approving this motion. Any real estate commission due from the sale will be paid as ordered by the Court. The purchasers have approved financing. The sales contract is attached as Exhibit A.

LIENS AGAINST PROPERTY

The following entities claim the following interests in the property:

(a) There is a mortgage lien on the property held by Henger Rast Mortgage Corporation with a balance of approximately \$72,500.00. The Trustee proposes to pay this mortgage at closing.


QUALIFICATIONS FOR SALE PURSUANT TO SECTION 363

The proposed sale qualifies under Bankruptcy Code Section 363(f)(3).

WHEREFORE, the Trustee moves the Court as follows:

- A. To order and direct that service of this Motion be made in accordance with Federal Rules of Bankruptcy Procedure 9014 on all parties in interest;
- B. To order the date, time, and place of hearing on this Motion and the time within which objections may be filed and served on the Trustee, pursuant to Federal Rules of Bankruptcy Procedure 6004(c), 2002(a)(2) and 2002(c)(1);
- C. On such hearing, to approve the proposed Private Sale and grant the Trustee the authority to sell and convey the property; to pay the mortgage liens and costs associated with closing; and to execute any instrument necessary by order of the Court, or otherwise, to effect the transfer to a purchaser, pursuant to Federal Rule of Bankruptcy Procedure 6004(f)(2);
- D. Order that liens, if any, shall attach to the proceeds of the sale and if, on such hearing, it should appear that there are parties claiming an interest in the property to be sold, to approve and confirm the sale nevertheless, and to order the Trustee to hold the consideration paid on the date of the sale until the dispute can be resolved; and
- E. To grant such other, further and different relief as may be proper in the premises to effect the sale of said property;

Respectfully submitted this the 12th day of July, 2012.


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/s/ Marvin E. Franklin
Marvin E. Franklin
Attorney for Trustee

OF COUNSEL:
NAJJAR DENABURG, P. C.
2125 Morris Avenue
Birmingham, Alabama 35203
(205)250-8400

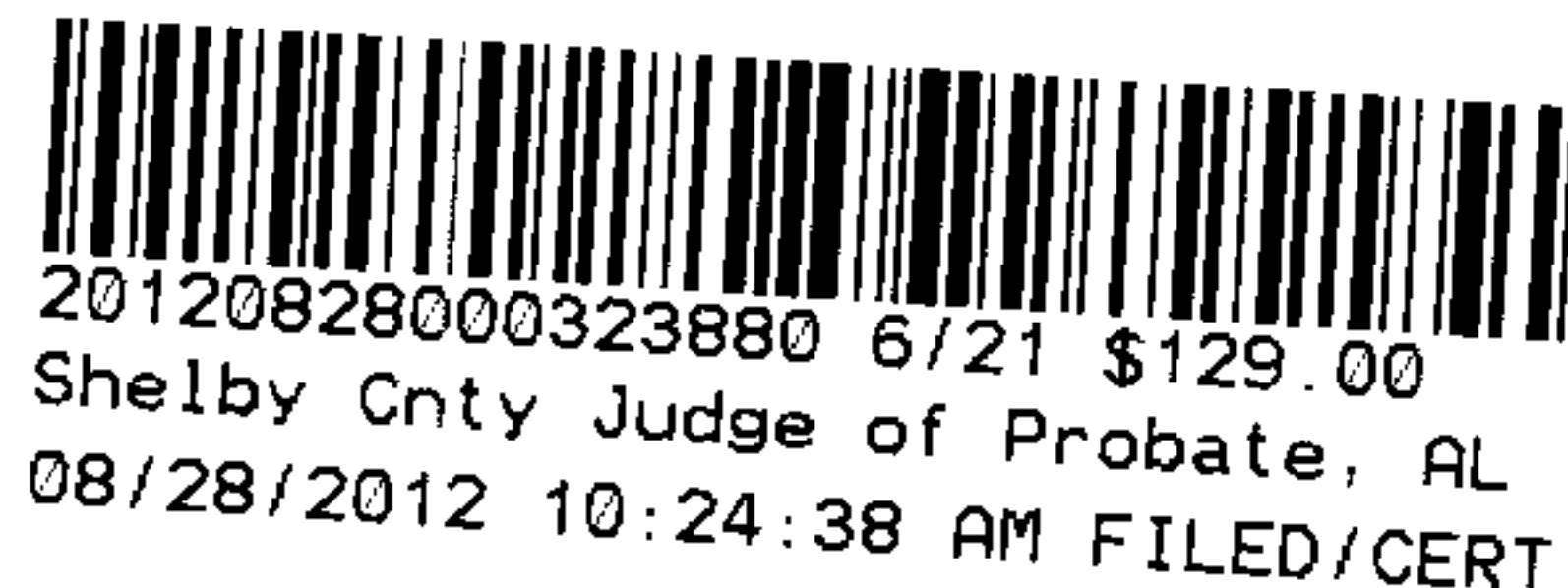
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Trustee's Motion for Authority to Sell Property by Private Sale was served this the 12th day of July, 2012, by placing a copy of same in the United States Mail, postage prepaid, upon the following:

James R. Goodwin, Jr.
Patricia S. Goodwin
2414 Arlington Crescent
Birmingham, AL 35205

Roland H. Beason
Beason Law Group, P.C.
1919 Oxmoor Road, Ste. 211
Birmingham, AL 35209

Andre' M. Toffel
600 North 20th Street
Ste. 300
Birmingham, AL 35203



/s/ Marvin E. Franklin
Of Counsel

07-08-12 10:25am From:RE/MAX ADVANTAGE
VLugar/RE/MAX Southern

12058792558 T-644 P.062/015 F-015
205-664-0831 p.1



GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc. January 30, 2008 (Previous forms are obsolete and no longer approved)

Date: 7/8/2012

The undersigned Buyer(s) Purcell + Davis, David hereby agrees to purchase and the undersigned
(Please print exact names in which title will be taken)

Seller(s) _____ hereby agrees to sell the following described real estate,

(Please print exact names in which title is held)

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

Address 274 Jasmine Drive Zip Code: 35007

Legal Description: Lot _____ Block Pine Survey _____

Map Book _____ Page _____

1 THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE
Earnest Money under this Contract shall be

\$ 107,000.00 105,000.00
\$ 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 ☒ Conventional ☒ FHA ☒ VA Joint, Trustee

☐ Other _____ loan in the amount of \$ _____ or _____ % of
the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or
VA financing is utilized, the "FHA/VA Addendum Clause Addendum" must be a part of this Contract. Buyer
will apply for financing within _____ days (7 days if left blank), from the Finalized Date and will provide any
and all credit, employment, financial and other information required by the mortgage lender. "Finalized Date"
shall mean the date that appears under the signatures of the parties to this Contract. If the Purchase Price
exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing written notice of
such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of the
appraisal, unless the Seller agrees to sell the Property under this Contract for the appraised value. The Earnest Money
shall be returned pursuant to the terms of Paragraph 3 below. No term of this financing contingency can be
changed without written authorization of the Seller. This financing contingency shall expire on _____
20____. Thereafter, this Contract shall no longer be contingent upon Buyer obtaining financing of any type.

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

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service to further real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying laws and
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EXHIBIT

Abbie's

Desc. Main

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

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

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

8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal are presumed to be paid in arrears for purpose of proration; municipal taxes, if any, are presumed to be paid in advance. Seller acknowledges that the Property ☐ is not currently subject to Class III residential property tax. If Seller states that the Property is Class III and is in error, Seller will reimburse to Buyer any amount of tax which will be incurred between the date of closing and the end of the current tax year which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by Trustee's AMT, Trustee ~~Quitclaim~~ deed (check ☒ if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Seller understands that the present zoning classification is: residential. Buyer is encouraged to verify the current zoning classification.

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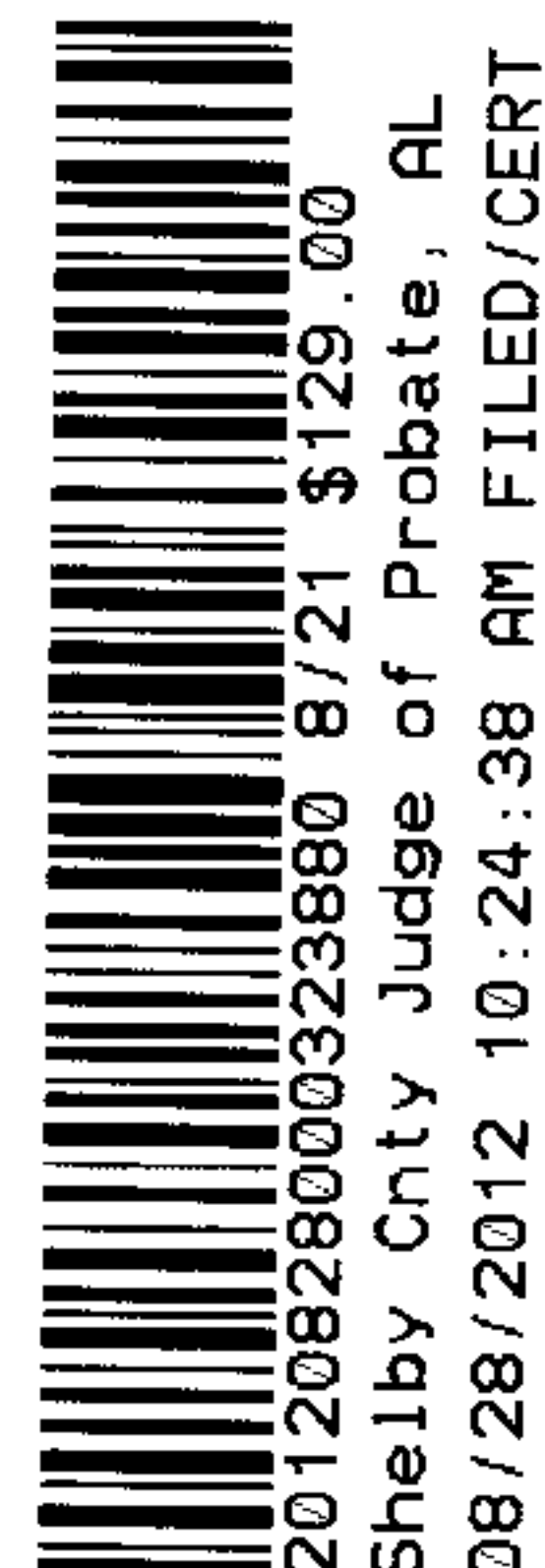
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10. **HOME WARRANTY:** Buyer ☐ does ~~not~~ ^{AMT, Trustee} require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by ☐ Buyer ☐ Seller at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

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

CONDITION OF THE PROPERTY

NEITHER SELLER NOR ANY BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the Property in accordance with 12.A or 12.B below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.


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12. GENERAL HOME INSPECTION:

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

Buyer's Initials Seller's Initials

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

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

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

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

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

Buyer's Initials Seller's Initials

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

13. SEWER/SEPTIC SYSTEMS: Seller represents that the Property ☒ is ☐ is not connected to sewer, and if so, all connection fees have been paid. If not on sewer, Seller represents that the Property ☐ is ☒ is not connected to a septic system. If Property is on a septic system, Buyer ☒ does ☐ does not require a septic system cleaning and inspection at Buyer's expense. It is recommended if the Property is on a septic system that the Buyer have the septic

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system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes.

Buyer's Initials RD JH Seller's Initials AMT, Trustee

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

(B) **WOOD INFESTATION REPORT:** Buyer does ~~not~~ require a Wood Infestation Report. If required by Buyer, lender or pest control company, the cost of the Wood Infestation Report shall be at Buyer's expense and Buyer shall order the report. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes.

Buyer's Initials RD JH Seller's Initials AMT, Trustee

15. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** The seller of any interest in residential real property built before January 1, 1978 is required by federal law to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. The Property ☐ was ☒ was not built prior to January 1, 1978. Seller's Initials ☐ ☐. If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure in attached hereto as Addendum # .

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

17. **DISCLAIMER:** Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates

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("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Buyer's Initials

RD [Signature]

Seller's Initials

AMST, Thistle [Signature]

18. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property, except as described in this Contract. These warranties shall survive the closing.

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

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

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General Sales Contract - Page 7 of 9

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

22. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Buyer, shall not add to the value of the Property, shall be in "as is" condition unless otherwise agreed to herein, shall be unencumbered at the time of closing, and shall be only that personal property which is currently on the premises and included on the itemized list attached hereto as Addendum # A (said list to be specific as to description and location of such items).

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

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

Buyer's Initials

RD J. Miller

Seller's Initials

Ant, Thistle

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

26. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # 31C+D which shall be signed by all parties and shall be part of this Contract.

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

28. **BROKERAGE FEE/COMMISSION:** The commission payable to the Listing or Selling Broker in this transaction is determined by a prior written agreement between the Brokers and their respective clients or customers and is not set by The Birmingham Association of Realtors®, Inc., but in all cases is negotiable between the Brokers and their respective clients or customers.

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

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Witness to Buyer's Signature	<u>Russell I. Daniel</u>	<u>7/5/12</u>
	Buyer	(Date)
Witness to Buyer's Signature	<u>Janis M. Daniel</u>	<u>7-8-12</u>
	Buyer	(Date)
Witness to Seller's Signature	<u>Andre M. Toffel, as Trustee</u>	<u>7-9-12</u>
	Seller	(Date)
Witness to Seller's Signature	<u>Andre M. Toffel</u>	<u>7-9-12</u>
	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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PERSONAL PROPERTY ADDENDUM

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

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

ITEM	REMAIN W/ PROPERTY	NOT REMAIN W/ PROPERTY	EXCLUSIONS
All Window Treatments <i>Blinds</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Window Treatment Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Light Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Stove/Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Refrigerator <i>N/A</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Garage Door Opener(s) & Remotes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bathroom Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
Microwave <i>N/A</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gas Logs <i>Wood burning</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Built-in Shelving	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<i>Wood bench</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<i>garage b. stg</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

Seller(s) agrees to have all personal items and debris removed from the property and agrees to leave premises in a clean, broom swept and orderly condition.

Witness to Buyer(s) Signature

Buyer

Date

Buyer

Date

Seller

Date

Witness to Seller(s) Signature

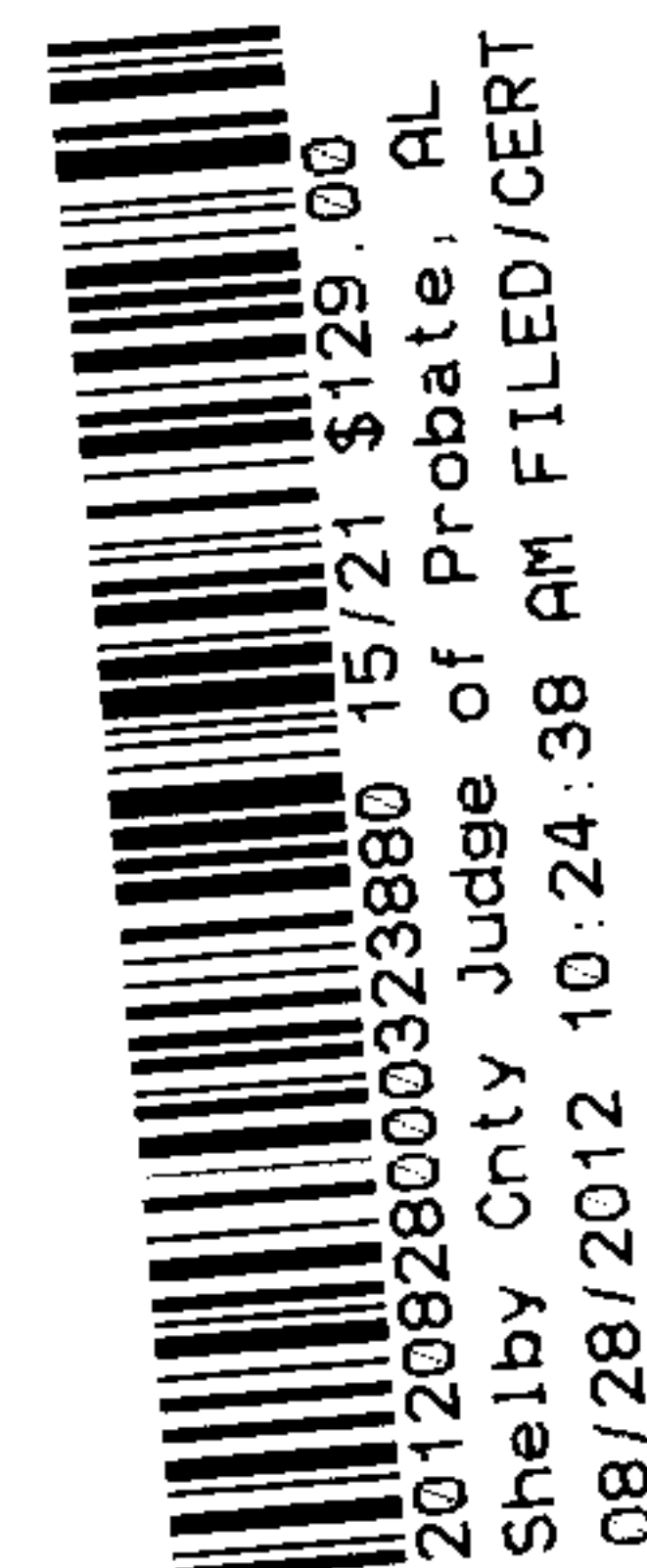
Seller

Date

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**MOLD DISCLOSURE AND
WAIVER ADDENDUM**

Printed Name (s) of Buyer (s):

Russell & Tanis H. Daniel

Printed Name (s) of Seller (s):

Property Address:

274 Jasmine Drive

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

BUYER DISCLOSURE

The Broker or Broker's Agent has recommended the client obtain a Home Inspection:

RD JLD Buyer (s) Initials

The Broker or Broker's Agent has recommended the client obtain a Mold Inspection:

RD JLD Buyer (s) Initials



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WAIVER

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

RECEIPT OF COPY

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

PROFESSIONAL ADVICE

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

LEGAL ADVICE

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

Wickie Lynn
Agent

7/8/2012
Date

Russell Daniel
Buyer

7/8/12
Date

Tanis H. Daniel
Buyer

7-8-12
Date

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RESPA ADDENDUM

Consistent with the terms of this Sales Contract, Seller and Purchaser acknowledge that Purchaser has the right to shop for certain services as stated under 12 U.S.C. §§ 2601 et seq. ("RESPA"). These services include termite bond transfers, wood infestation reports, surveys, closing and title services. In an effort to avoid possible confusion, miscommunication or mismanagement over the ordering and/or procurement of these services, both Purchaser(s) and Seller(s) agree to the following terms:

1. Listing agent ☒ Selling Agent will be responsible for handling the ordering and procuring of any termite documentation and/or services as stated in Sales Contract as long as the cost for said services are reasonable and consistent with other termite companies in the area.
2. Listing agent ☒ Selling Agent will be responsible for handling the ordering and procuring of any surveyor services as stated in Sales Contract as long as the cost for said services are reasonable and consistent with other surveyor companies in the area.
3. Listing agent ☒ Selling Agent will be responsible for the procuring of closing services as stated in Sales Contract as long as the costs for said services are reasonable and consistent with other closing firms and/or companies in the area.
4. Listing agent ☒ Selling Agent will be responsible for the ordering and procuring of title services as stated in Sales Contract as long as the costs for said services are reasonable and consistent with other title companies in the area.

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By signing below, Purchaser, Seller and their agents acknowledge they have read the contents of this Addendum and understand the terms as stated herein on this the _____ day of _____, 2012.

Russell Daniel
Purchaser

Andre M. Toffel as Trustee
Seller

Janis H. Daniel
Purchaser
[Signature]
Selling Agent

[Signature]
Seller
Kimberly Lynne
Listing Agent

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07-09-12

10:31am

From-RE/MAX ADVANTAGE

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T-644 P.014/015 F-815

VLugar/RE/MAX Southern


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Southern Homes
ADDENDUM TO SALES CONTRACT # D

The terms and conditions of this Addendum are a part of that certain contract dated 7/8/2012, 2012
 for the purchase of property located at 274 Tasmara Drive
Alabama, AL 35007
 between the undersigned Purchaser(s), Russell & Janis H. Daniel
 and between the undersigned Seller(s), _____:

Seller to pay up to \$4,500.00
 of purchaser's closing cost to include
 purchaser's 1/2 title, 1/2 atty, wood infestation
 report, & pre-pays. Not exceed \$4500.00

 ANT,
 Trustee

Sale to be as is, where is, with no warranties except as to title
 and subject to approval by the U.S. Bankruptcy Court.
 ANT, Trustee

Russell Daniel 7/8/12
 Buyer Date

Janis H. Daniel 7-8-12
 Buyer Date

Jan Craft 7-9-12
 Seller Date

Witness to Seller(s) Signature

Seller

Date

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 Birmingham, AL 35216
 205.979.8500—Office
 205.979.2424—Fax

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EXHIBIT 3

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

RE:

James R. Goodwin, Jr., and
SSN: xxx-xx-5897
Patricia Salord Goodwin,
SSN: xxx-xx-9037

)
)
)
)
)


CASE NO. 11-06462-TOM-7

The Office of the Clerk of the United States Bankruptcy Court in and for said District, do hereby certify that the attached copy of the Order Granting the Trustee's Motion for Authority to Sell Property by Private Sale [docket #92], in the above stated case has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.


In testimony whereof I have hereunto set my hand at Birmingham, Alabama in said District, this the Northern District of Alabama, Southern Division.

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

By:


Deputy Clerk

[Seal of the U.S. Bankruptcy Court]
Date of issuance: August 3, 2012


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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA - SOUTHERN DIVISION**

In the Matter of:

James R Goodwin, Jr

SSN: XXX-XX-5897

Patricia Salord Goodwin

SSN: XXX-XX-9037

DEBTOR(S).

Case No: 11-06462-TOM7**ORDER GRANTING**

This matter came before the Court on Thursday, July 26, 2012 09:30 AM, for a hearing on the following:

RE: Doc #81; Motion to Sell Property Free and Clear of Liens

Proper notice of the hearing was given and appearances were made by the following:

Marvin E. Franklin, attorney for Andre' M Toffel (Trustee)

It is therefore ORDERED ADJUDGED and DECREED that:

Based on the arguments of counsel and the pleadings, the Motion is Granted and the sale is authorized as set forth in the pleadings.

Dated: 07/27/2012

/s/ TAMARA O. MITCHELL

TAMARA O. MITCHELL

United States Bankruptcy Judge



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Andre M. Toffel Trustee
Mailing Address 600 N 20th St Ste 300
Birmingham AL 35203

Grantee's Name Janis + Russell Daniel
Mailing Address 274 Jasmine Drive
Alabaster AL 35007

Property Address 274 Jasmine Dr.
Alabaster AL 35007

Date of Sale 8/14/12
Total Purchase Price \$ 107,000

or
Actual Value \$

or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 8/14/12

Print W E M

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1