



20130426000170540 1/15 \$54.00
Shelby Cnty Judge of Probate, AL
04/26/2013 01:26:10 PM FILED/CERT

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

I, Tonya Walker, Deputy Clerk of the Bankruptcy Court in and for said District, do hereby certify that the attached copy of Amended Motion for Authority to Sell Property of the Estate Pursuant to 11 U.S.C. Section 363 (Docket #411) and Order (Docket #424), in the case of Johnny Reese, No. 09-04906-BGC-11 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 Decatur, Alabama, in said District, this day April 11, 2013.

Scott W. Ford, Clerk
U.S. Bankruptcy Court

By: Tonya C Walker
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

Date of issuance: April 11, 2013

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF ALABAMA

IN RE:)
)
Johnny Reese,) CASE NO. 09-04906-BGC-11
)
Debtor.)

AMENDED MOTION FOR AUTHORITY TO SELL PROPERTY OF THE ESTATE
PURSUANT TO 11 U.S.C. SECTION 363

Pursuant to Bankruptcy Code Section 363(f) and Bankruptcy Rules 2002(a)(2), (c)(1) and 6004(c), the Debtor-in-Possession, Johnny Reese, hereby moves the Court for authority to sell all of his rights, title and interest in the personal property described below. In support thereof Johnny Reese states as follows:

1. The proposed sale is other than in the ordinary course of business and the property is not substantially all of the Debtors' assets.
2. The property to be sold is described as follows:

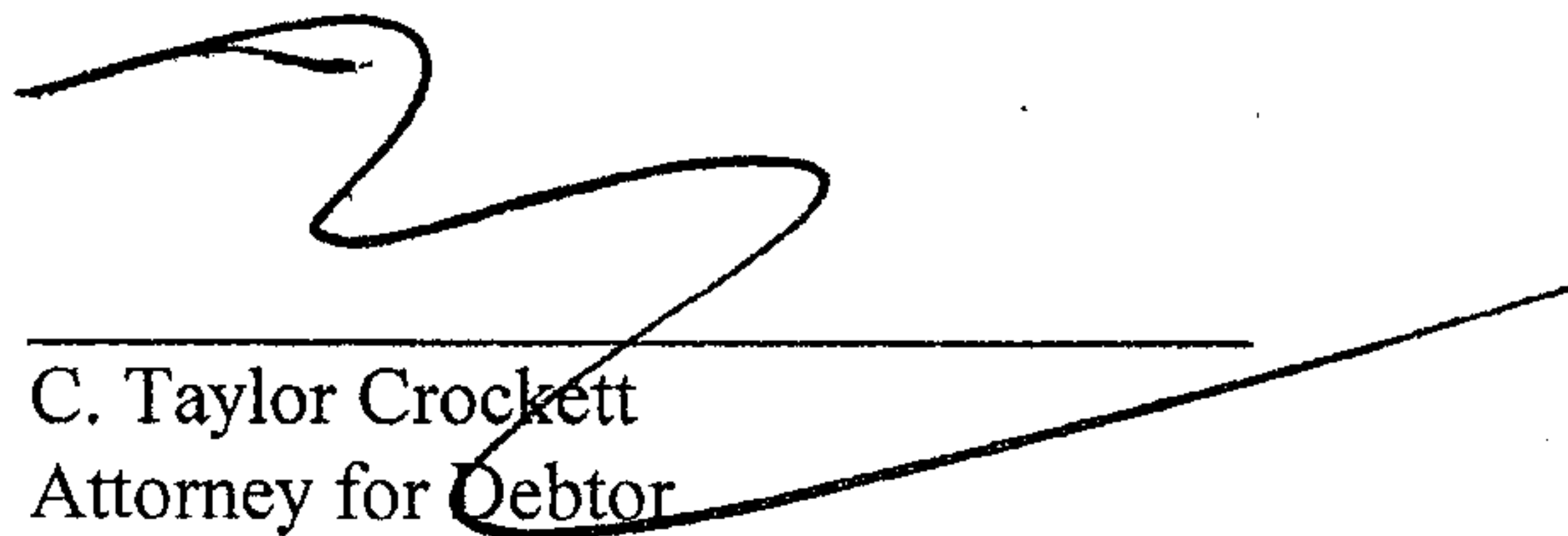
11063 Highway 119 South, Alabaster, AL
3. The Debtor owns a one-half interest in the subject property. Carol Reese, the Debtor's wife, owns the other one-half interest.
4. The terms of the sale are a purchase price of \$385,000. The sale is conditioned upon the Court's approval of the sale as set out in the attached sales agreement. The Debtor has been marketing this property for three and a half (3 ½) years. The sales price represents fair market value of the property.
5. The sale proceeds are expected to be sufficient to pay all outstanding administrative, priority, and unsecured claims pursuant to the confirmed plan.
6. The property is alleged to be subject to the following liens and/or interests:

None.
7. The purchaser is WTM Properties, LLC. WTM Properties, LLC is owned 100% by Carol Reese, the Debtor's wife. The purchaser has been approved for financing with Sensible Loans, Inc..
8. Johnny Reese has no knowledge of any other liens or interest in the property. The Debtor submits that no other proceedings to determine the validity, priority or extent of liens

will be necessary but an Adversary Proceeding pursuant to Bankruptcy Rule 7001 will be filed if necessary to determine the nature and extent of all liens and interest should a contest arise.

Wherefore, the Debtor-in-Possession moves the Court as follows:

- a. To order and direct the service of this Motion be made in accordance with Bankruptcy Rule 9014 on the parties named herein as having a lien on or interest in the property and on all creditors and parties of interest.
- b. To order the date, time and place of hearing on this Motion and the time within Objections may be filed and served on the Debtor-in-Possession, pursuant to Federal Rules of Bankruptcy Procedure 6004(c) and 2002(a)(2) and 2002(c)(1).
- c. On said hearing, to approve and confirm the proposed sale and to grant the Debtor-in-Possession the authority to sell and convey the property on terms and conditions of the payment proposed in the agreement attached hereto and to execute any instrument necessary or as ordered by the Court to effect the proposed sale and transfer the property to the purchaser pursuant to Bankruptcy Rule 6004(f)(2).
- d. On said hearing, order that 1) any liens and interests in the property attach to the proceeds received by the Debtor from the sale to the same extent and in the same priority they may have respectively against the property and 2) the proceeds of the sale should be paid to said lienholders at closing.
- e. If on such hearing, it should appear that there are parties claiming interest in the property to be sold, to approve and confirm the sale nevertheless, and to order the Debtor to hold the consideration paid to them on the date of sale until the dispute can be resolved.
- f. To grant such other, further or different relief as may be proper and just to effect the sale of the property.


C. Taylor Crockett
Attorney for Debtor

OF COUNSEL:
C. Taylor Crockett, P.C.
2067 Columbiana Road
Birmingham, AL 35216
Telephone: (205) 978-3550

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was served upon the parties listed on the attached list by electronic filing and/or by placing a copy in the U.S. Mail first-class postage prepaid this the 8th day of February, 2013.


C. Taylor Crockett



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Label Matrix for local noticing
1126-2
Case 09-04906-BGC11
NORTHERN DISTRICT OF ALABAMA
Birmingham
Fri Feb 8 10:56:33 CST 2013

Renasant Bank
c/o David B. Anderson
Anderson & Associates, LLC
505 20th Street North, Suite 1450
Financial Center
Birmingham, AL 35203-4635

CitiFinancial Retail Services
P.O. Box 140489
Irving, TX 75014-0489

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

Birmingham District Tax Office
P O Box 13156
Birmingham AL 35202-3156

CitiMortgage, Inc.
PO Box 140609
Irving, TX 75014-0609

Citifinancial-Haverty's
P. O. Box 140489
Irving, TX 75014-0489

FIA Card Services
P. O. Box 851001
Dallas, TX 75285-1001

General Counsel
State Department of
Industrial Relations
Montgomery AL 36102

JPMorgan Chase Bank, National Association
7255 Baymeadows Way
Jacksonville, Florida 32256-6851

BANCORPSOUTH BANK
P. O. BOX 55338
BIRMINGHAM, AL 35255-5338

Union State Bank
P O Box 647
Pell City, AL 35125-0647

Advanced America
726 East Battle Street
Talladega, AL 35160-2567

(p)BANCORPSOUTH
BANKRUPTCY DEPARTMENT
P O BOX 4360
TUPELO MS 38803-4360

Carol Reese
3061 Cahaba Valley Road
Pelham, AL 35124-3516

(p)CITIBANK
PO BOX 20487
KANSAS CITY MO 64195-0487

Citimortgage
P. O. Box 689196
Des Moines, IA 50368-9196

GE Money Bank-Belk
P. O. Box 103104
Roswell, GA 30076-9104

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Key Greer Frawley Key & Harrison
P. O. Box 360348
Birmingham, AL 35236-0348

CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240

U. S. Bankruptcy Court
505 20th Street North
Fourth Floor
Birmingham, AL 35203-2605

American Express
P. O. Box 297812
Fort Lauderdale, FL 33329-7812

BancorpSouth Bank
c/o Marvin E. Franklin
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203-4274

Chase Bank-Circuit City
Recovery Department
P. O. Box 100018
Kennesaw, GA 30156-9204

Citifinancial-Ashley's
P. O. Box 183041
Columbus, OH 43218-3041

Department of Revenue
Jefferson County Courthouse
Birmingham AL 35263

GE Money Bank-Rooms to Go
P. O. Box 103104
Roswell, GA 30076-9104

J.C. Penney
P.O. Box 533
Dallas, TX 75521

Kohl's
N56 W1700 Ridgewood Drive
Menomonee Falls, WI 53051



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Macy's
P.O. Box 9769
Macon, GA 31297-9769

Regions Bank
P.O. Box 10063
Birmingham, AL 35202-0063

Renasant Bank
P. O. box 709
Tupelo, MS 38802-0709

Rent A Center
11063 Highway 119 South
Alabaster, AL 35007-8573

Resasant
P. O. Box 709
Tupelo, MS 38802-0709

Roye & Phyllis Tinsley
co Ted Stuckenschneider
205 N 20th St Ste 427
Birmingham, AL 35203-4704

Saks
P. O. box 5222
Carol Stream, IL 60197-5222

Showtime Rentals
1595 Ashville Rd. Suite 101
Leeds, AL 35094-7503

State Department of Revenue
P O Box 1927
Pelham, AL 35124-5927

State of Alabama Dept of Revenue
P O Box 320001
Montgomery AL 36132-0001

Union State
3437 Lorna Road
Birmingham, AL 35216-5201

Union State Bank
3026 Montgomery Highway
Homewood, AL 35209

Union State Bank
3437 Lorna Road
Birmingham, AL 35216-5201

Washington Mutual Home Loans
P. O. Box 9001123
Louisville, KY 40290-1123

William Wallace
2074 Milly Branch Road
Pike Road, AL 36064-2306

C Taylor Crockett
2067 Columbiana Road
Birmingham, AL 35216-2139

J Thomas Corbett
Birmingham
1800 5th Avenue North
Birmingham, AL 35203-2111

Johnny Reese
2611 Alta Vista Circle
Birmingham, AL 35243-2701

Robert Edward Kirby Jr.
The Kirby Law Firm
203 Sterling Gate Lane
Alabaster, AL 35007-3921

Roger Evans
14212 Hwy 61
Wilsonville, AL 35186-6533

Ted Stuckenschneider
205 North 20th Street
Suite 427
Birmingham, AL 35203-4704

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

Bancorp South
P. O. Box 789
Tupelo, MS 38802

Citicard
P.O. Box 6415
The Lakes, NV 88901-6415

Internal Revenue Service
801 Tom Martin Dr
Birmingham AL 35211

(d) Internal Revenue Service
P O Box 21126
Philadelphia PA 19114



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

(u)JP Morgan Chase Bank, N.A.

(u)John McDonald

End of Label Matrix	
Mailable recipients	50
Bypassed recipients	2
Total	52

20130426000170540 7/15 \$54.00
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AGREEMENT TO SELL REAL ESTATE

COME NOW, Johnny W. Reese, as **SELLER**, and WTM Properties, LLC, as **BUYER**, and hereby agree that the Seller shall sell and the Buyer shall buy the following described real property and all improvements, building and developments thereto, **UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH**, within this contract.

1. **LEGAL DESCRIPTION** of real estate located in SHELBY COUNTY, State of ALABAMA. The subject property is legally described as: Lot 2, according to the survey of CVS Addition to Alabaster – MB 25, PG 58 (Probate Office of Shelby County, Alabama)
2. **PURCHASE PRICE: Three Hundred, Eighty-Five Thousand Dollars (\$385,000.00) Plus Closing Costs**

Method of Payment:

- (a) Deposit to be held in trust by _____ \$ _____
- (b) Mortgage Company: Sensible Loans, Inc. \$385,000.00
- (c) Cash, certified or local cashier's check on closing and delivery of Deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). \$ _____

3. **PRORATIONS:** Seller will pay all taxes, insurance, rents and other expenses of said Property through the date of closing. If an assessed amount is not known, the amount assessed from the prior year will be used.
4. **CONDITION OF PROPERTY:** Buyer shall take title subject to (a) restrictions and matters appearing on the Deed, (b) taxes for year of closing, (c) neither the Seller nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property. Except as otherwise stated in this Contract, Purchaser accepts the Property in its present "as is" condition.
5. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as Buyer's Down Payment shall be retained by Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.



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6. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.
7. **LEASES:** Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a Seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, Seller shall deliver and assign all original leases to Buyer.
8. **PLACE OF CLOSING:** Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.
9. **TIME IS OF THE ESSENCE:** Time is of the essence for this Agreement.
10. **DOCUMENTS FOR CLOSING:** Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney along with a title to closing, and copy of closing statement to the broker, at least two days prior to scheduled closing date.
11. **EXPENSES:** State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by Buyer.
12. **INSURANCE:** If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.
13. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the first day of March, 2013, unless extended by other provisions of this contract.
14. **OTHER AGREEMENTS:** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
15. **SPECIAL CLAUSES:**
 - A. **General Warranty Deed.** This Contract is conditioned upon the property being conveyed to Buyer through a General Warranty Deed in Fee Simple, from all current landowners.


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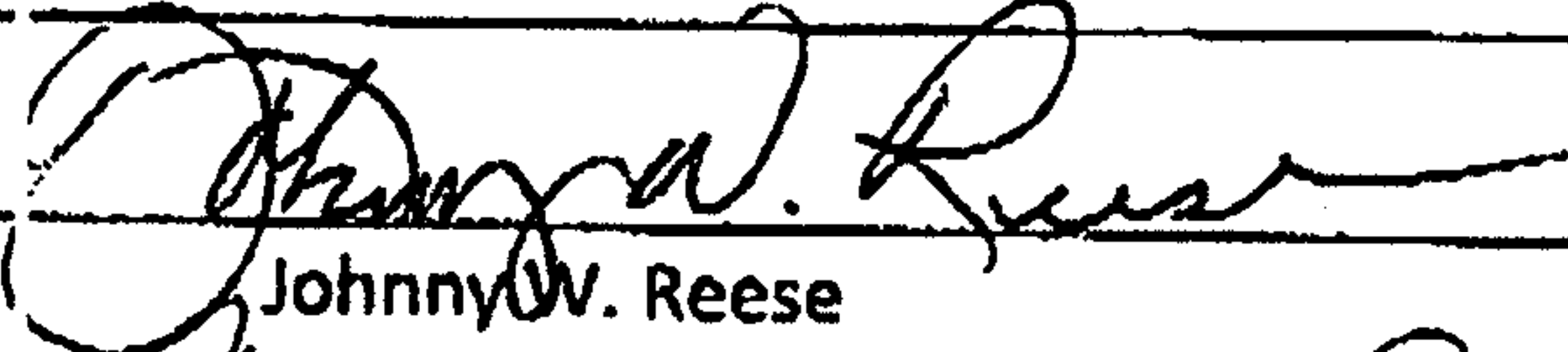
B. Insurable Title. Notwithstanding anything contained herein to the contrary, Buyer shall have the right, but not obligation, to terminate this Agreement if the Property is unable to be conveyed at Closing with title to the Property insurable at reasonable and normal rates.

C. Sale being approved by Court Order.

WITNESSED BY:

Witness: _____ Date: _____

Witness: _____ Date: _____

Seller:  Date: 1/21/13
Johnny W. Reese

Buyer:  Date: 1/21/13
WTM Properties, LLC

AGREEMENT TO SELL REAL ESTATE

COME NOW, Johnny W. Reese, as **SELLER**, and WTM Properties, LLC, as **BUYER**, and hereby agree that the Seller shall sell and the Buyer shall buy the following described real property and all improvements, building and developments thereto, **UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH**, within this contract.

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11. **EXPENSES:** State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by Buyer.
12. **INSURANCE:** If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.
13. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the first day of March, 2013, unless extended by other provisions of this contract.
14. **OTHER AGREEMENTS:** No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
15. **SPECIAL CLAUSES:**
 - A. **General Warranty Deed.** This Contract is conditioned upon the property being conveyed to Buyer through a General Warranty Deed in Fee Simple, from all current landowners.



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Shelby Cnty Judge of Probate, AL
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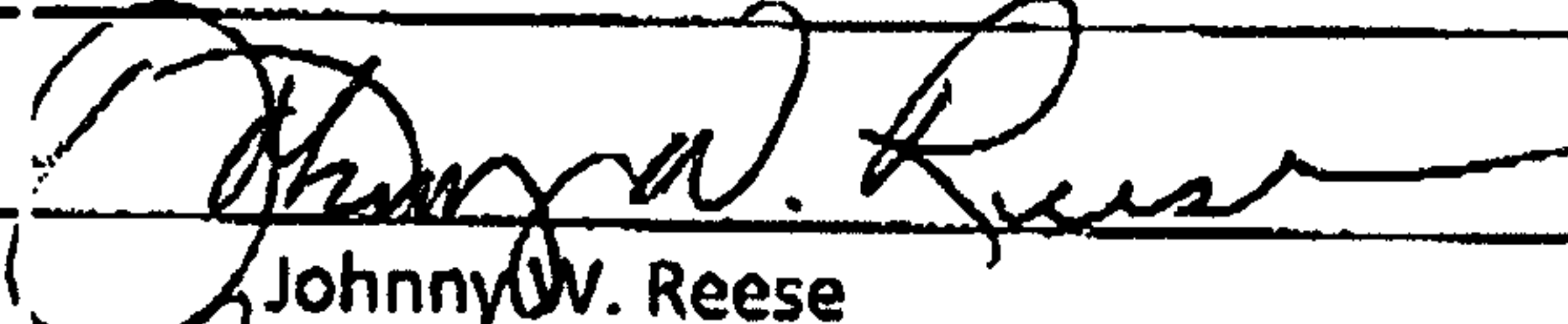
B. **Insurable Title.** Notwithstanding anything contained herein to the contrary, Buyer shall have the right, but not obligation, to terminate this Agreement if the Property is unable to be conveyed at Closing with title to the Property insurable at reasonable and normal rates.

C. **Sale being approved by Court Order.**

WITNESSED BY:

Witness: _____ Date: _____

Witness: _____ Date: _____

Seller:  Date: 1/21/13
Johnny W. Reese

Buyer:  Date: 1/21/13
WTM Properties, LLC



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Shelby Cnty Judge of Probate, AL
04/26/2013 01:26:10 PM FILED/CERT

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE:)
)
Johnny Reese,) Case No. 09-04906-BGC-11
)
Debtor(s).)

ORDER

This matter having come before the Court on the Debtor's Amended Motion to Sell Property of the Estate pursuant to 11 U.S.C. § 363, the matter being heard on Wednesday, March 06, 2013, appearing were C. Taylor Crockett, attorney for the Debtor, J. Thomas Corbett, Bankruptcy Administrator, and Roger Evans,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Debtor's Amended Motion to Sell Property of the Estate pursuant to 11 U.S.C. § 363 is hereby granted consistent with the terms of the Motion.
2. At closing, the purchase price of \$385,000.00 shall be remitted directly to attorney for the Debtor, C. Taylor Crockett, to be deposited into his Trust account.
3. Upon closing, the Debtor shall file a Notice of Proposed Distributions which shall be served upon the Clerk's mailing matrix and the Bankruptcy Administrator.

Dated: March 12, 2013

/s/ Benjamin Cohen
BENJAMIN COHEN
United States Bankruptcy Judge

Order Prepared by:
C. Taylor Crockett, P.C.
2067 Columbiana Road
Birmingham, AL 35216
(205)978-3550


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Notice Recipients

District/Off: 1126-2
Case: 09-04906-BGC11

User: ltumlin
Form ID: pdf000

Date Created: 3/12/2013
Total: 20

Recipients of Notice of Electronic Filing:

ba	J Thomas Corbett	jtom_corbett@alnb.uscourts.gov
aty	C Taylor Crockett	taylor@taylorcrockett.com
aty	C Taylor Crockett	taylor@taylorcrockett.com
aty	Charles L. Denaburg	cdenaburg@najjar.com
aty	David B. Anderson	dbanderson@andersonweidner.com
aty	Deanna L. Weidner	dlweidner@andersonweidner.com
aty	Diane C Murray	ndbankruptcy@sirote.com
aty	James H. Greer	jgreer@keygreer.com
aty	Marvin E. Franklin	mfranklin@najjar.com
aty	Michael E Bybee	mbybee1@bellsouth.net
aty	Robert Edward Kirby, Jr.	bkirby@bkirbylaw.com
aty	Ted Stuckenschneider, P.C	ts@stuckenlaw.com

TOTAL: 12

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Johnny Reese	2611 Alta Vista Circle	Birmingham, AL 35243
cr	BANCORPSOUTH BANK	P. O. BOX 55338	BIRMINGHAM, AL 35255-5338
cr	CitiMortgage, Inc.	1000 Technology Drive	O'Fallon, MO 63368-2240
cr	Renasant Bank	c/o David B. Anderson	Anderson & Associates, LLC 505 20th Street North, Suite 1450
cr	Union State Bank	P O Box 647	Pell City, AL 35125
aty	Ted Stuckenschneider	205 North 20th Street	Suite 427 Birmingham, AL 35203
r	Roger Evans	14212 Hwy 61	Wilsonville, AL 35186
smg	Thomas Corbett	BA Birmingham	1800 5th Avenue North Birmingham, AL 35203

TOTAL: 8


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