

QUITCLAIM DEED
BY TRUSTEE IN BANKRUPTCY

This Deed made this the 19th day of September, 2013, between the bankruptcy Estate of Billy Ray Gossett, by and through his duly appointed Trustee in Bankruptcy, Andre' M. Toffel, in his capacity as Trustee and not individually, in case number 13-00014-TOM7, in the United States Bankruptcy Court, Northern District of Alabama, Southern Division (hereinafter referred to as "Grantor") and Mahmoud Sukari and Rebecca Sukari, (hereinafter referred to as "Grantees"), pursuant to and authorized by Order of the said Bankruptcy Court dated August 12, 2013.

WITNESSETH

WHEREAS, on or about January 2, 2013, to wit, a voluntary petition for relief under chapter 7 of the Bankruptcy Code was filed by the Debtor, Billy Ray Gossett, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, case number 13-00014-TOM7

WHEREAS, on or about January 29, 2013, 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 \$82,000.00 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, Mahmoud Sukari and Rebecca Sukari all the right, title, interest, and claim I have as Trustee of the Bankruptcy Estate of Billy Ray Gossett, in and to the following described real estate, to-wit:

Lot 1, according to the Final Plat of Midridge Village Phase I, as recorded in Map Book 29, page 80, in the Probate office 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

Shelby County: AL 11/04/2013
State of Alabama
Deed Tax: \$82.00

—1—


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is conveyed as is and Grantor gives no guarantee or warranty regarding the condition, fitness, or environmental status of the real property conveyed herein.

WITNESS my hand and seal this the 19th day of September, 2013

Andre M Toffel as Trustee
Andre' M. Toffel,
Trustee for the Bankruptcy Estate of Billy Ray
Gossett, and not in my individual capacity

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, 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 on the day the same bears date.

Given under my hand and official seal this 19th day of September 2013

William E Pitts
Notary Public
My commission expires: 15 Aug 2017

This instrument is prepared by:

W. Eric Pitts, L.L.C.
P.O. Box 280
Alabaster, AL 35007



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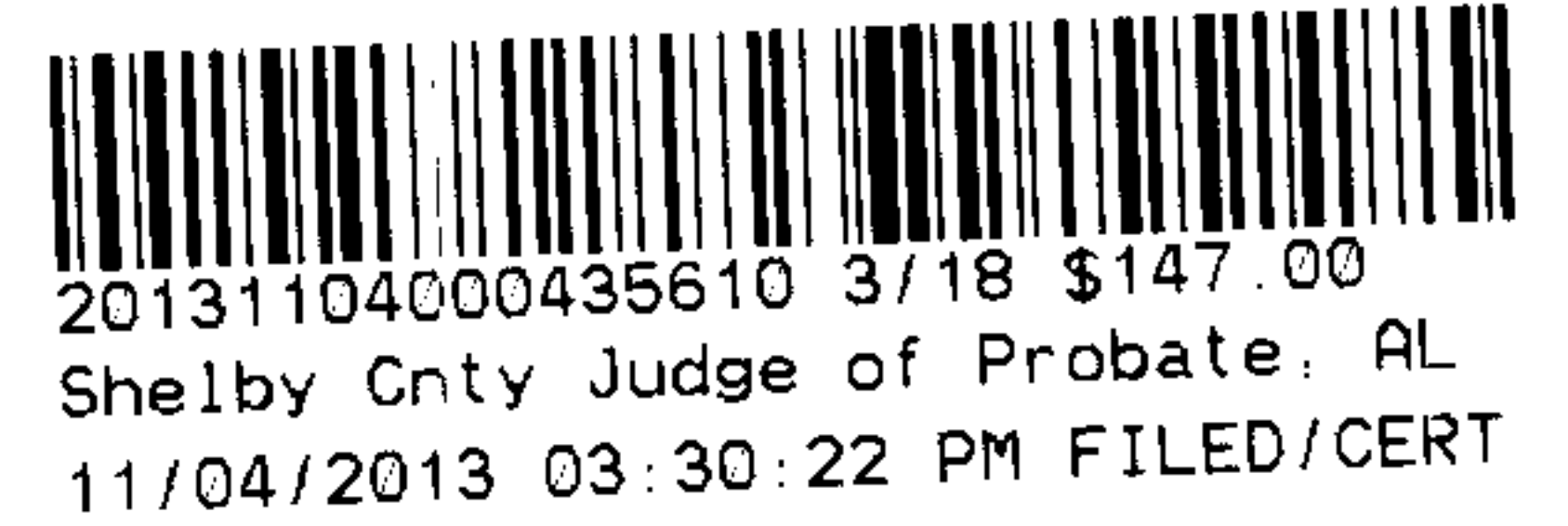
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:
BILLY RAY GOSSETT,
DEBTOR(S).

)
)
)

CASE NO.: 13-00014-TOM7

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



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:

A Property located at 401 Midridge Lane, Birmingham, Alabama, 35124, more particularly described in the sales contract attached as Exhibit A.

TERMS AND CONDITIONS OF SALE

The sale will be by Private Sale for \$82,000.00. The purchasers are Mahmoud and Rebecca Sukari. This is a cash sale. The sale will be closed after the order approving this motion. There is a real estate commission due pursuant to the contract subject to allowance by the Court. The sale is a cash sale and not contingent on 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 on the property held by Everhome, or an assignee, with a

balance owed of approximately \$63,000.00. This mortgage will be paid at closing.

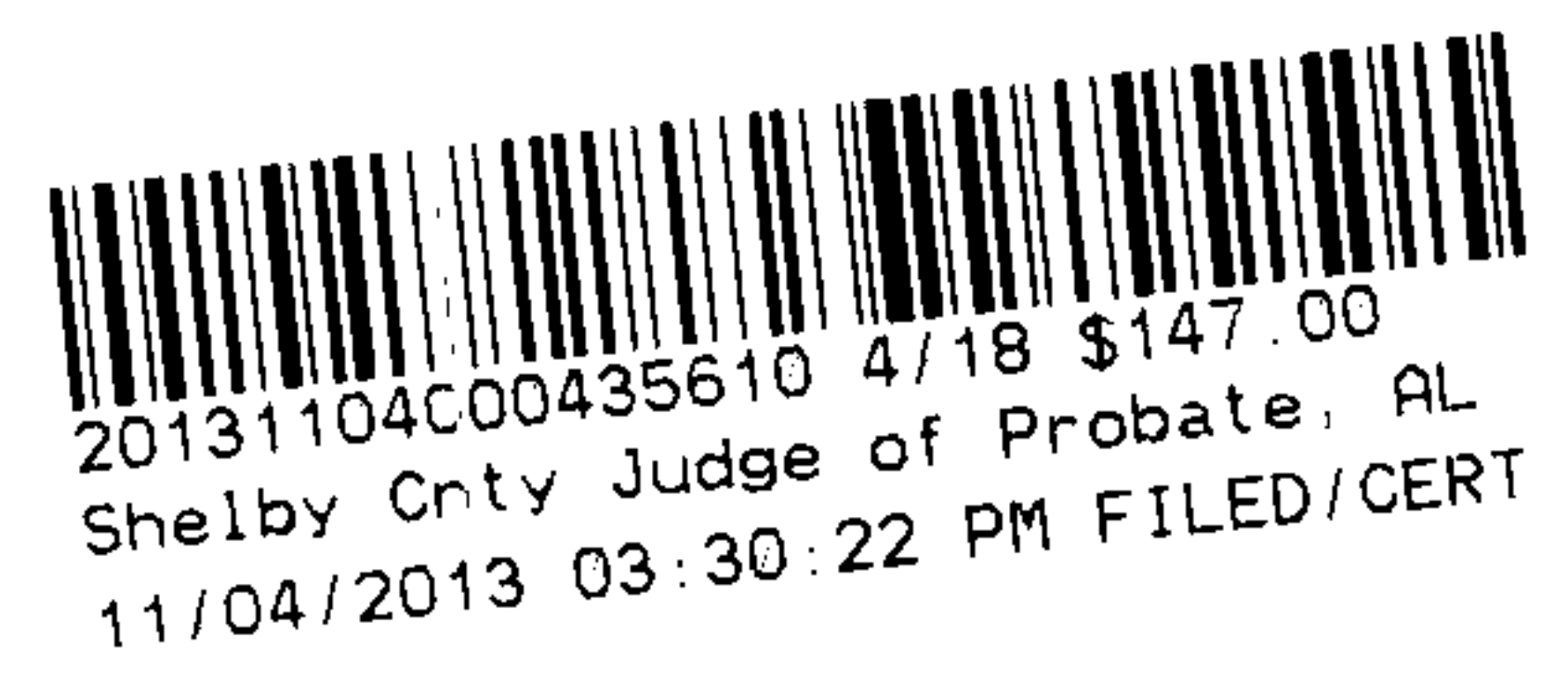
(b) Regions Bank has a judgment lien on the property that was recorded within ninety (90) days of the petition date. The Trustee avers that said lien is a preference. The real property will be sold free and clear of the Regions Bank lien.

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; 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 9th day of July, 2013.

/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 9th day of July, 2013, by placing a copy of same in the United States Mail, postage prepaid, upon the following:

Billy Ray Gossett
2055 Highway 93
Helena, AL 35080


Traci Gossett
2055 Highway 93
Helena, AL 35080

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

Jamie Alisa Wilson
Benton & Centeno, LLP
2019 Third Avenue North
Birmingham, AL 35203

Andrea Weed
Burr & Forman
420 20th Street North, Ste. 3400
Birmingham, AL 35203

/s/ Marvin E. Franklin
Of Counsel


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GENERAL RESIDENTIAL SALES CONTRACT

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

Date: 6-28-13

The undersigned Buyer(s) MAHMOUD & Rebecca ^{SOKARI} hereby agrees to purchase
(Please print exact names in which title will be taken)
and the undersigned Seller(s) Andre M. Toffel as Trustee hereby agrees to sell the
(Please print exact names in which title is held)

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

Address 401 Midridge Lane Zip Code: 35124
Legal Description: Lot _____ Block _____ Survey Midridge
Phase I Map Book 29 Page 80

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 82,000 AMT, Truck
Earnest Money under this Contract shall be \$ 1,000

(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 ☐ Conventional ☐ FHA
☐ VA ☐ 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 Amendatory 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 \$ 1000 (\$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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from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any
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(C) LOAN CLOSING COSTS AND PREPAID ITEMS: A loan discount not to exceed _____ % of the amount of the approved loan, shall be paid by ☐ Seller ☐ Buyer. All other loan closing costs and prepaid items are to be paid by Buyer unless herein stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

TBD BY BANKRUPTCY COURT AMT Trustee
2. CLOSING & POSSESSION DATE: The sale shall be closed and the deed delivered on or before 7/15, 20____. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on AC Closing, 20____ at _____:____ ☐ a.m. ☐ p.m. In the event Seller retains possession of the Property beyond the date of closing, Seller hereby agrees that upon surrender of the Property to Buyer, the Property shall be in the same condition as it was on the day of closing.

AMT, Trustee

3. EARNEST MONEY & DEFAULT OF CONTRACT: Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the 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 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below. In the event of default by Seller, all deposits made hereunder may be returned at the option of Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller pursuant to Paragraph 24 below.

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

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

Buyer's Initials

MS AS

Seller's Initials

AMT, Trustee

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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.

AMT, Trustee

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 ☐ 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.

AMT, Trustee

9. CONVEYANCE: Seller agrees to convey the Property to Buyer by Seller's 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: Res. Buyer is encouraged to verify the current zoning classification.

AMT, Trustee

10. HOME WARRANTY: Buyer ☐ does ☒ does not 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

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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 venom 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.

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

AS RS

Seller's Initials

AMT, Trustee

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☐ (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 (3 days if left blank) 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 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

Seller's Initials

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14. TERMITE AND/OR WOOD INFESTATION:

(A) TERMITE SERVICE AGREEMENT: Buyer ☒ does ☐ 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 ☒ 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

MS RS

Seller's Initials

ANT, TUCU

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 ANT, TUCU If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure is 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 ("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

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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

JS RS

Seller's Initials

AMT, Trustee

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.

21. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ 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.

AMT, Trustee

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

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property which is currently on the premises and included on the itemized list attached hereto as Addendum # _____ (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

MS

RS

Seller's Initials

MT, Trustee

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) # _____ 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.

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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.

Seller to pay atty and provide title policy AMT, Trustee

Sale of real property shall be as is & where is & shall further be subject to approval by the U.S. Bankruptcy Court. AMT, Trustee

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 *[Signature]*

Witness to Buyer's Signature

Witness to Seller's Signature *[Signature]*

Witness to Seller's Signature

Buyer *[Signature]* 6-28-13
(Date)

Buyer *Rebecca Dokari* 6/28/13
(Date)

Seller *Amie M. Taffel, as trustee* July 1, 2013
(Date)

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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LIMITED CONSENSUAL DUAL AGENCY AGREEMENT

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

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

The LIMITED CONSENSUAL DUAL AGENT will:

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

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

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

 RE/MAX Listed Seller Date

 RE/MAX Buyer-Broker Purchaser Date

Before considering an offer to purchase or sell property located at 401 Midridge Lane
by signature below, I am affirming my prior decision to allow RE/MAX Advantage to be a LIMITED CONSENSUAL
AGENT in sale of the above property:

AGENT in sale of the above property:

Andie M. Toffel, a Trustee July 1, 2013
RE/MAX Listed Seller Date

Rebecca Johan 6/23/13
RE/MAX Buyer-Broker Purchaser Date



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ESTIMATED SELLER'S PROCEEDS

SELLER'S NAME Andre M. Toffelas Trustee DATE 7-1-13
 PROPERTY ADDRESS 401 Midridge Lane TYPE OF LOAN CASH
 LESS ESTIMATED SELLING EXPENSES: SELLING PRICE \$ 82,000

Title Insurance \$ 600
 Termite Bond or Letter \$ 250
 Attorney Fee \$ 650
 Sales Commission 6% \$ 4920
 Discount _____ % \$ _____
 Prepayment Penalty \$ _____
 Tax Proration \$ 1242
 Repairs \$ _____
 Home Warranty Plan \$ _____
 Other _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Total Estimated Selling Expenses \$ 7662

Prorated to closing

\$ 74338

LESS:

First Mortgage \$ 65,000
 Second Mortgage \$ _____
 Other Encumbrances \$ _____
 Total Encumbrances \$ _____

Total Estimated Selling Costs & Encumbrances

\$ _____

\$ _____

Estimated Proceeds to Seller

\$ 9338



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

Kimberly Lynne
 RE/MAX Sales Associate

7-1-13
 Date

Andre M. Toffelas Trustee
 Seller

July 1, 2013
 Date

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

In the Matter of:

Billy Ray Gossett
SSN: XXX-XX-3397
DEBTOR(S).

} **Case No: 13-00014-TOM7**
}
}
}
}

ORDER GRANTING

This matter came before the Court on Monday, August 12, 2013 10:30 AM, for a hearing on the following:

- 1) RE: Doc #94; Trustee's Motion for Authority to Sell Property of Estate by Private Sale (copy mailed)
- 2) RE: Doc #97; Application for Final Compensation in the amount of \$4,920.00 and Reimbursement of Expenses in the amount of \$0.00 filed by Kimberly Lynch and Gail Hutton for Remax/Advantage
- 3) RE: Doc #104; Bankruptcy Administrator's Statement of Review Regarding Application for Compensation and Reimbursement of Expenses

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

Andre' M Toffel (Trustee)
Lee Benton, attorney for Billy Ray Gossett (Debtor)
Jon A Dudeck (Bankruptcy Administrator)
Marvin E. Franklin, attorney for Andre' M Toffel (Trustee)

It is therefore ORDERED ADJUDGED and DECREED that:

- 1) Based on arguments of counsel and the pleadings, the Motion is Granted and the Trustee is authorized to sell the property as set forth in the pleadings.
- 2) Based on arguments of counsel and the pleadings, the Application is Approved as noted on the record; Marty Franklin to submit a separate order.

Dated: 08/12/2013

/s/ TAMARA O. MITCHELL

TAMARA O. MITCHELL

United States Bankruptcy Judge



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Exhibit B

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 20th Street North
Suite 300
Birmingham AL 35203

Grantee's Name Mohammed + Rebecca
Mailing Address Solaris
401 Midridge Lane
Pelham AL 35724

Property Address 401 Midridge Lane
Pelham AL 35724

Date of Sale 9/19/13
Total Purchase Price \$ 82,000
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 9/19/13

Print W Sinc P H S

Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



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Form RT-1