

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF

Jim Gable,
deceased.

)
) **Case No. PR-2009-000163**
)
)

ORDER APPROVING PRIVATE SALE
OF REAL PROPERTY

This cause came to be heard on Petition for Private Sale of Real Property filed by Martha Pair Cox and Roderick Ray Pair, Sr., Co-Personal Representatives, by and through their attorney of record, Michael T. Atchison, Esq. Present in open court were Martha Pair Cox, Co-Personal Representative and Michael T. Atchison, Esq. William R. Justice, Esq., Administrator ad Litem for the Estate of Etta Onzelle Walton and the Estate of Frank Ray Walton was not present at this hearing, but consented to the granting of the Petition. Due notice having been given to all those entitled thereto, the Court proceeded to take oral testimony.

The Court being of the opinion that the decedent owned real property described as follows:

See Exhibit "A"

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioners herein.

It is therefore ORDERED, ADJUDGED and DECREED as follows:

Petitioner's Petition for Private Sale of Real Property is hereby GRANTED. Petitioner, Martha Pair Cox and Roderick Ray Pair, Sr. are authorized to sell said real property to Bobby James McAliley in accordance with the contract attached hereto as Exhibit "B". The said Martha Pair Cox and Roderick Ray Pair, Sr., are authorized to execute any and all documents and instruments necessary to effectuate said transaction.

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing. Petitioner is authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, that the proceeds from said sale be paid by the Purchaser and/or Closing Attorney to the Probate Court of Shelby County, Alabama.

Petitioner is further ORDERED to report the completion of said sale within thirty (30) days hereof.

Michael T. Atchison, Esq. is hereby awarded a fee of \$2,200.00 for legal services rendered.


Costs of Court, including an Administrator ad Litem fee of \$75.00, are taxed to the estate of Jim Gable.

DONE and ORDERED this 13th day of December, 2013.


JAMES W. FUHRMEISTER
Judge of Probate

cc: Michael T. Atchison, Esq.
Richard C. Appell, Esq.
William R. Justice, Esq., AAL
Martha Pair Cox
Darla Mann Pair
Dennis Robert Langer
Harold Francis Gable

ENTERED AND FILED
DEC 13 2013
KIMBERLY MELTON CHIEF CLERK
PROBATE COURT
SHELBY COUNTY ALABAMA

I certify this to be a true and
correct copy 

CB
12-13-13

Probate Judge
Shelby County



20140207000035100 2/13 \$50.00
Shelby Cnty Judge of Probate, AL
02/07/2014 11:12:27 AM FILED/CERT

Exhibit "A"

COLUMBIANA, AL. 9/26/2013

Joseph Realty

In Account With
SHELBY COUNTY ABSTRACT & TITLE COMPANY, INC.
NENA G. ATCHISON, President
JANET F. PARSON, Manager
P.O. BOX 752
Columbiana, Alabama 35051

PHONE
669-6204 / 669-6291
Title Insurance

The Estate of Jim Gable, deceased, Probate Case No PR-2009-000163, in the Probate Office - Any Purchaser --

Owners Amount
Mortgagee Amount
Mortgagee Amount (2nd)

S-13-20605	Lenders Premium	0.00
	Owners Premium	to be det.
	Search Fee	<u>+\$125.00</u>

TOTAL TITLE CHARGES \$ to be determined


Pt. 17-20-1E

Agent Retained Portion of Premium
Underwriter Portion of Premium
Reissue Credit given on \$0.00

PLEASE RETURN A COPY OF THIS STATEMENT WITH YOUR REMITTANCE.

THANK YOU.

PHONES 669-6204 OR 669-6291


20140207000035100 3/13 \$50.00
Shelby Cnty Judge of Probate, AL
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ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

stewart
title guaranty company

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

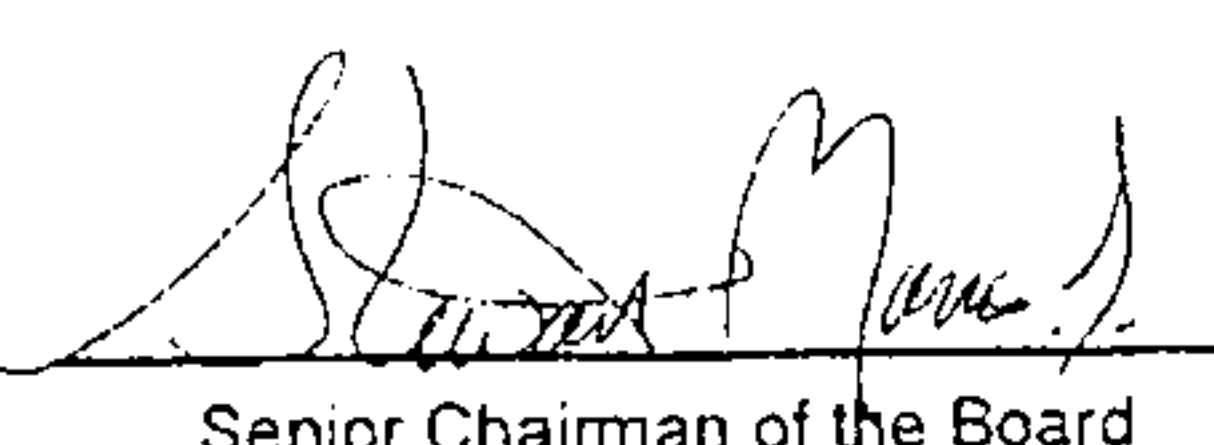
stewart
title guaranty company

Shelby County Abstract & Title Co., Inc.
101 West College Street
Columbiana, Alabama 35051

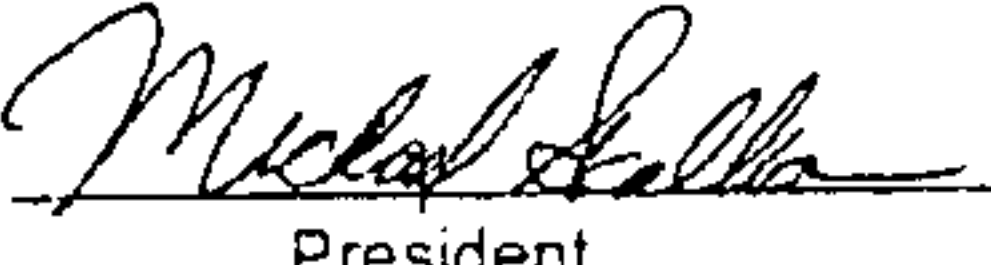
Shelby County Abstract & Title Company, Inc.
License #0188301

Janet F. Parson License #0658947




Senior Chairman of the Board


Chairman of the Board

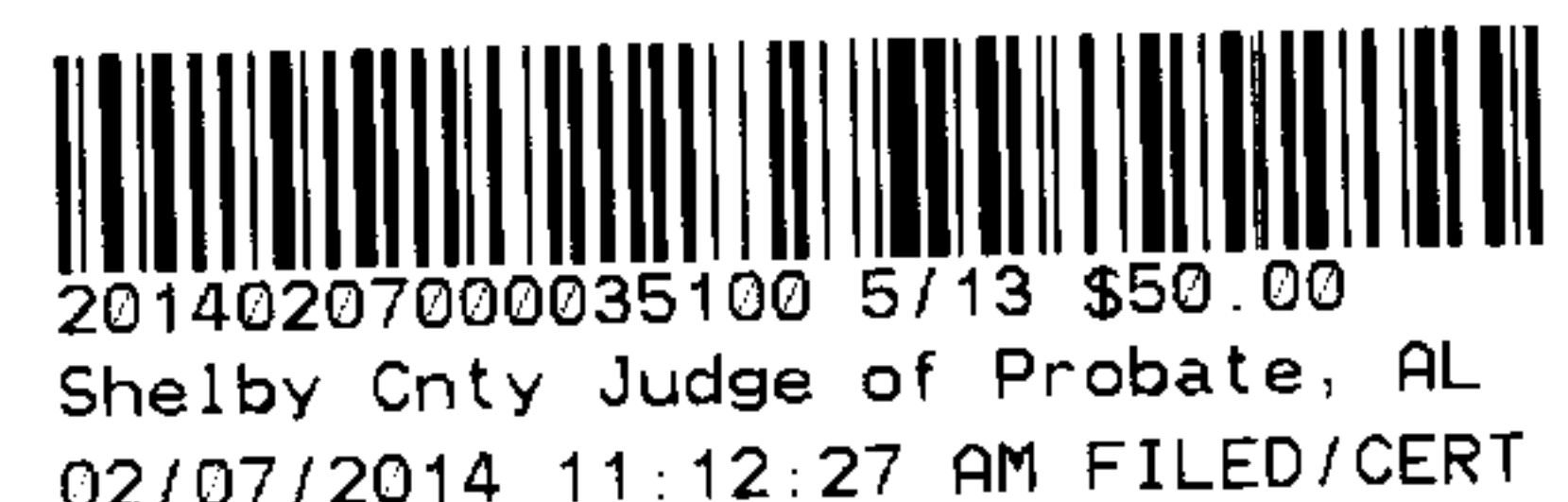

President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No.: S-13-20605

Commitment No.: C-S-13-20605

Prepared For: **Joseph Realty**

Inquires Should Be Directed To: **Shelby County Abstract & Title Co., Inc.**
101 West College P.O. BOX 752
Columbiana, AL 35051
(205) 669-6204

Effective Date: September 19, 2013 at 8:00 am


- | 1. Policy or Policies to be issued: | Amount of Policy |
|--|------------------|
| (a) ALTA Owner's Policy
Proposed Insured: Any Purchaser | |
| (b) ALTA Loan Policy
Proposed Insured: | - 0 - |
| (c) ALTA Loan Policy
Proposed Insured: | |
2. The estate or interest in the land described or referred to in this Commitment and covered herein is:
fee simple
3. Title to said estate or interest in said land is at the effective date hereof vested in:
The Estate of Jim Gable, deceased, Probate Case No PR-2009-000163, in the Probate Office of
Shelby County, Alabama.
4. The land referred to in the Commitment is located in the County of Shelby, State of Alabama, and
described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

For Company Reference Purposes Only
According to insured representation or vesting instrument(s), the street address of the property is:
Street Name:
City/State/Zip: **Wilsonville, Alabama 35186**
County: **Shelby**
Pin/Tax No.: **58-16-4-17-0-000-002.008**
The Company does not represent or insure the above address is accurate.

STEWART TITLE
GUARANTY COMPANY

004 ALTA Commitment (6/17/06)


20140207000035100 6/13 \$50.00
Shelby Cnty Judge of Probate, AL
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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File No.: S-13-20605

Commitment No.: C-S-13-20605


EXHIBIT A

Commence at the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17 Township 20 South, Range 1 East; thence run North 00 degrees 24 minutes 31 seconds West along said $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 331.70 feet to the point of beginning; thence run South 89 degrees 53 minutes 50 seconds East a distance of 33.83 feet; thence run North 00 degrees 24 minutes 31 seconds West a distance of 210.00 feet; thence run North 89 degrees 53 minutes 50 seconds West a distance of 210.0 feet; thence run South 00 degrees 24 minutes 31 seconds East a distance of 210.00 feet; thence run South 89 degrees 53 minutes 50 seconds East a distance of 176.17 feet to the point of beginning.

Also, a 15-foot drive easement being a part of the NE $\frac{1}{4}$ and a part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section, and being more particularly described as follows: Commence at the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 17; thence run North 00 degrees 24 minutes 31 seconds West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 541.70 feet; thence run North 89 degrees 53 minutes 50 seconds West and parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 176.17 feet; thence run South 00 degrees 24 minutes 34 seconds East for a distance of 137.69 feet to the point of beginning; thence run South 70 degrees 15 minutes 57 seconds East for a distance of 39.70 feet; thence run South 61 degrees 33 minutes 54 seconds East for a distance of 50.53 feet; then run South 49 degrees 31 minutes 43 seconds East for a distance of 150.66 feet; thence run South 89 degrees 53 minutes 50 seconds East for a distance of 195.20 feet to a point on the Westerly right of way of a county road; also being the point of ending. Said easement lying 7.5-feet Northerly and Southerly of said described line. Situated in Shelby County, Alabama.

**STEWART TITLE
GUARANTY COMPANY**

004 ALTA Commitment (6/17/06)


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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

Part I

File No.: S-13-20605

Commitment No.: C-S-13-20605

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagor of the full consideration for the estate or interest to be issued.
2. Proper instrument(s) creating the estate or interest to be insured must be properly executed and duly filed for record to wit:


Order and recordation of same from the Probate Court of Shelby County, Alabama, authorizing the sale of caption lands.

Warranty deed from Martha Pair Cox and Roderick Ray Pair, as Personal Representatives of the Estate of Jim Gable, deceased, Probate Case #PR-2009-000163, in the Probate Office of Shelby County, Alabama, to the purchaser, pursuant to above required order.

3. Statement that there are no unpaid municipal assessments against caption lands.
4. Satisfactory proof that all assessment for Fire District dues have been paid or that subject property does not lie within a constituted Fire District. Otherwise, exceptions will be made on final policy for any delinquent Fire District assessments.
5. The Company requires for its review a satisfactory indemnity and affidavit to be executed by the seller/mortgagor stating that:
 - (1) There are no matters pending against the affiant that could give rise to a lien or any other right that would attach to the land between the effective date of commitment as extended and the recording of the interest to be insured.
 - (2) The affiant(s) have not and will not execute any instruments or allow any action that would adversely affect the interest to be insured.
 - (3) In the event that the transaction insured herein is new construction, we will require proper execution of the long form lien waiver attached hereto by all sub-contractors and materialmen who have furnished labor and/or materials to this property.
6. Statement that there are no unpaid Homeowners Association dues against caption lands.
7. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
8. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This requirement may otherwise be satisfied by including on the conveyance document the grantor's

**STEWART TITLE
GUARANTY COMPANY**

004 ALTA Commitment (6/17/06)


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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

Part I

File No.: S-13-20605

Commitment No.: C-S-13-20605

name and mailing address, grantee's name and mailing address, property address, date of sale, and total purchase price.

9. If the mortgage cited herein to be paid off is a Home Equity, HELOC, or a revolving credit mortgage, the Company requires the borrowers to execute a Request to Cancel Revolving Line of Credit Mortgage, and to surrender all checks, credit cards, and any other method of accessing the revolving credit loan, to the closing agent and the closing agent will transmit the executed Request to the lender and secure a cancellation of the credit line.
10. Obtain release and recordation of same of mortgage from Jim Gable, an unmarried man, to APCO Employees Credit Union, dated June 30, 2006, recorded in Instrument #20060720000351350, in Probate Office.
11. Payment of all claims against the Estate of Jim Gable, deceased, Probate Case #PR-2009-000163, in Probate Office of Shelby County, Alabama.
12. Pay 2013 ad valorem taxes under Unit No. 58-16-4-17-0-000-002.008, in the amount of \$514.80.

**STEWART TITLE
GUARANTY COMPANY**

004 ALTA Commitment (6/17/06)



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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II

File No.: S-13-20605

Commitment No.: C-S-13-20605

Schedule B of the Policy or Policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

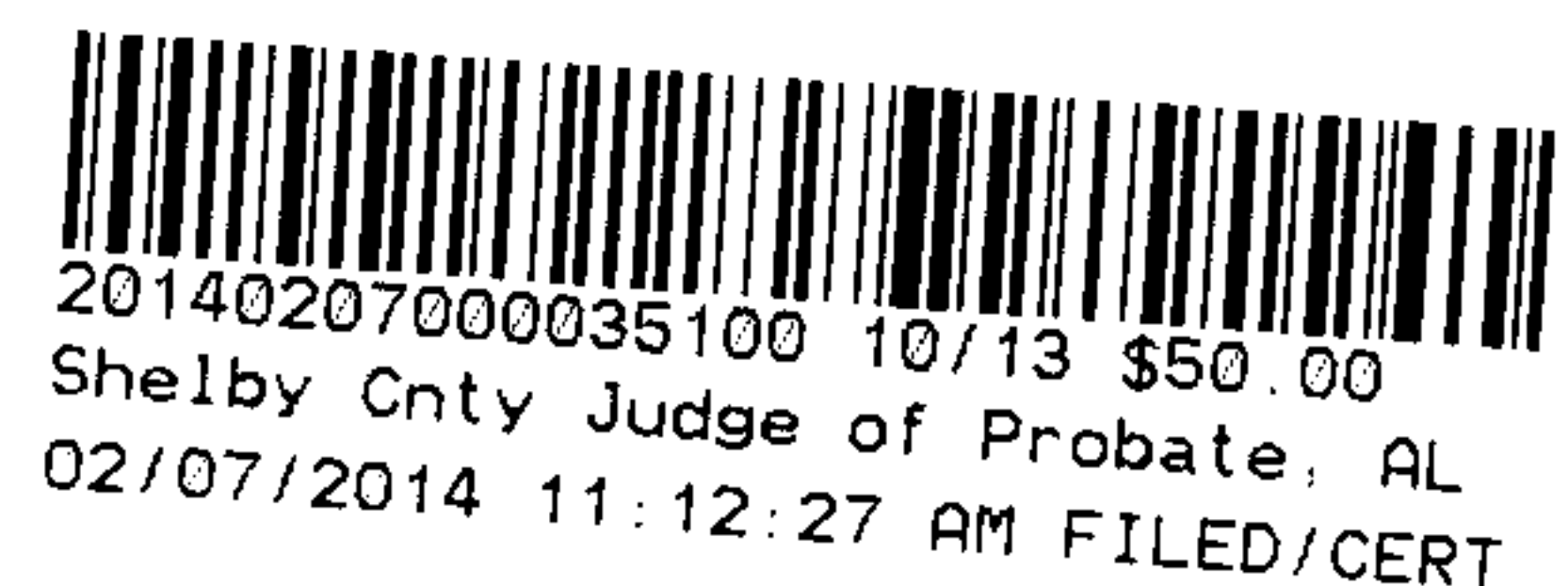
1. Rights or claims of parties in possession not shown by the Public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
7. Restrictions upon the use of the premises not appearing in the chain of title to the land.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. Any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization.
10. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed. Anything to the contrary notwithstanding this commitment and the final policy does not attempt to set out the manner in which any oil, gas, or mineral rights, or any interests or rights relating thereto are vested, including drilling, right of entry, or other rights, privileges and immunities relating thereto, together with any release of liability or damage to persons or property as a result of the exercise of such rights.

SPECIAL EXCEPTIONS:

11. Taxes for 2014 and subsequent years. 2014 ad valorem taxes are a lien but not due and payable until October 1, 2014.
12. Transmission line permits to Alabama Power Company as recorded in Deed Book 103, Page 205; and Deed Book 127, Page 332, in Probate Office.
13. Right of way to Shelby County as recorded in Deed Book 147, Page 597, in Probate Office.
14. Rights of other parties in and to the use of the easement described herein.

STEWART TITLE
GUARANTY COMPANY

004 ALTA Commitment (6/17/06)



Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about you transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

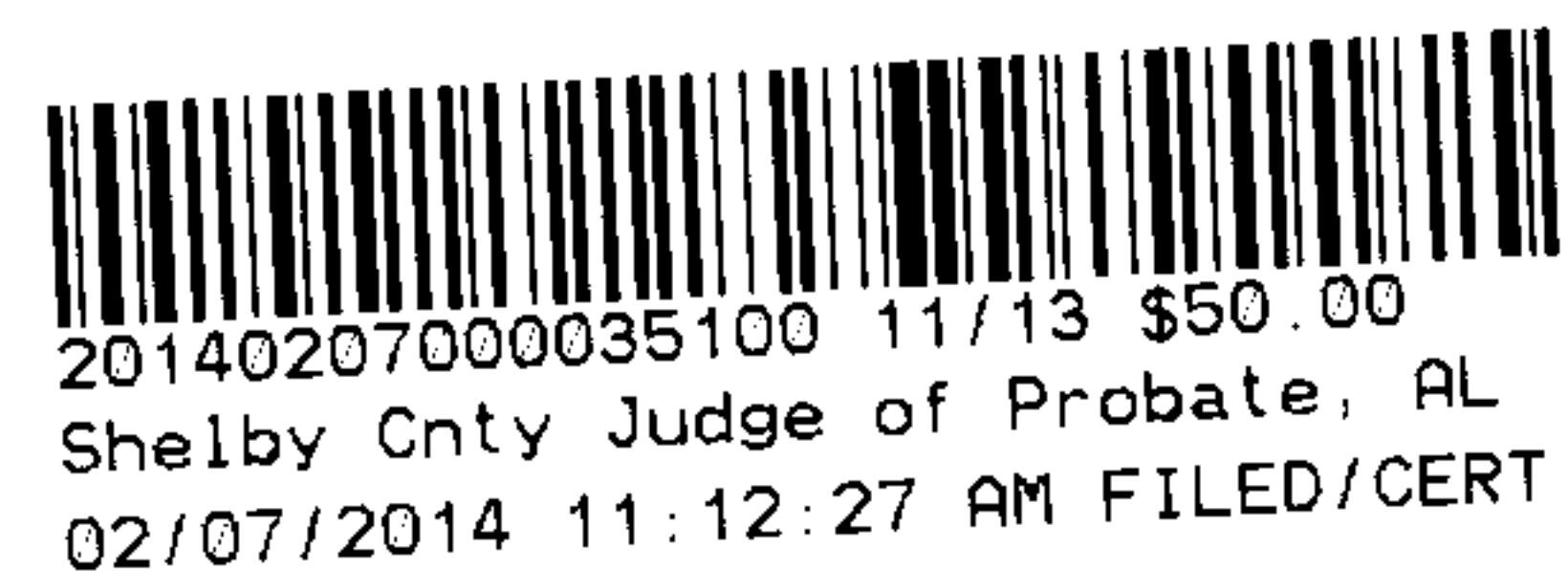


Exhibit "B"
GENERAL RESIDENTIAL SALES CONTRACT

This Form Furnished By:
MICHAEL T. ATCHISON, Attorney At Law
101 West College Street, P.O. Box 822
Columbiana, Alabama 35051
(205) 669-9268 FAX (205) 669-3130

The undersigned Purchaser(s): Bobby James McAliley, hereby agree to purchase and the undersigned Seller(s): Estate of Jim Gable PR Case # 2009-000163, Shelby County, Alabama, hereby agree to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") situated in the City of NA, County of Shelby, ALABAMA, on the terms state below:
ADDRESS:

_____ and legally described as:

THE PURCHASE PRICE: \$50,000.00, payable as follows:
EARNEST MONEY, receipt of which is hereby acknowledged by the Agent: \$0.00
CASH ON CLOSING THIS SALE \$50,000.00

Attorney & Title shall be split between the Seller & Purchaser.
Purchaser shall pay all other cost.

AGENCY DISCLOSURE: The listing agency, N/A, represents the Seller (unless otherwise stated), and the selling agency, N/A, represents _____ Seller _____ Purchaser.

Seller's initials _____ Purchaser's initials _____

EARNEST MONEY AND PURCHASER'S DEFAULT: Seller hereby authorizes, _____, to hold the earnest money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract. Said earnest money so forfeited shall be divided equally between Seller and Agent. In the event both Purchaser and Seller claim the earnest money, the person or firm holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to reimbursement from the parties for court costs, attorney fees, and other expenses relating to the interpleader.

CONVEYANCE: Seller agrees to convey the Property to Purchaser by General Survivorship Warranty deed (check here ☐ if Purchasers desire title as joint tenants with right of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND MINING RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION, _____, AND IS ☐ IS NOT ☐ LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS SERVING THE PROPERTY, RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDINGS LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.


TITLE INSURANCE: Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including CONVEYANCE paragraph above; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Purchaser, even if the mortgagee is Seller. To be furnished by Shelby County Abstract & Title Co. Inc.

SURVEY: Purchaser does ☐ does not ☒ (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. Unless otherwise agreed herein, the survey shall be at Purchaser's expense.

PRORATIONS: Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgages assumed, and fire district dues, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed, and any existing advance deposits shall be credited to Seller. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before _____, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on deliver of the deed, if the Property is then vacant; otherwise, possession shall be delivered on _____. *UPON APPROVAL BY PROBATE COURT.*

DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property, (ii) structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, , air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; or (viii) any other matters affecting their


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Shelby Cnty Judge of Probate: AL
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willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge 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.

SELLER WARRANTIES that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, 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 delivery of the deed.

FIRE/SMOKE DETECTORS: Purchaser shall satisfy himself that all applicable federal and local statutes, ordinances, and regulations concerning fire/smoke detectors have been met. Upon closing or after taking possession of the Property, whichever occurs first, Purchaser shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshall Division) Regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies."

RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the property to protect all interest until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and seller is unable or unwilling to restore it to its previous condition to closing, Purchaser shall have the option of canceling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

SELECTION OF ATTORNEY: If they have agreed to share the fees of a closing attorney hereunder, the parties hereto acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. Each of the parties further acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his expense.

ADDITIONAL PROVISIONS set forth on the attached addendum(s) _____, and signed by all parties, are hereby made a part of this Contract.

ENTIRE AGREEMENT. This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations, and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

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

Handwritten Signature
Witness to Purchaser's Signature(s)
My Commission Expires
January 8, 2017

Martha Pair Cox
Co- Executor of the Estate of Jim Gable
(SEAL)

Roderick Ray Pair, Sr.
Co-Executor of the Estate of Jim Gable
(SEAL)

Witness to Seller's Signature(s)

Buyer
(SEAL)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinabove set forth. _____ CASH _____ CHECK
FIRM _____

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ARE BOARD OF REALTORS*, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. In this contract, Seller agrees to pay _____ as Agent, a commission in the amount of \$ _____ of the total purchase price.

Seller

(SEAL) Seller

(SEAL)

20140207000035100 13/13 \$50.00
Shelby Cnty Judge of Probate, AL
02/07/2014 11:12:27 AM FILED/CERT