

SEND TAX NOTICE TO:

Jannell G. Kimes
119 Hayesbury Lane
Pelham AL 35124

THIS INSTRUMENT PREPARED

BY: W. Eric Pitts, P.O. Box 280

Alabaster, AL 35007, (205) 621-7624.

No title opinion requested, none rendered.



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TRUSTEE'S STATUTORY WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

THIS DEED made this the 14th day of March, 2014, between the Bankruptcy Estate of **Billy Ray Gossett aka Billy Gossett, Bankruptcy Case No. 13-00014-TOM7**, United States Bankruptcy Court, Northern District of Alabama, Southern Division, by and through its duly appointed Trustee in Bankruptcy, André M. Toffel, in his capacity as Trustee and not individually, (hereinafter referred to as "Grantor") and **Jannell G. Kimes and Neda Poran** (hereinafter referred to as "Grantees"), pursuant to and authorized by Order of the said Bankruptcy Court dated December 11, 2013, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

WITNESSETH

WHEREAS, on or about January 2, 2013, a voluntary petition for relief under Chapter 7 of the Bankruptcy Code was filed by the debtor, Billy Ray Gossett aka Billy Gossett, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, case number 13-00014-TOM-7.

WHEREAS, on or about January 29, 2013, Grantor was duly appointed as Trustee of said estate, that he 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 Bankruptcy Clerk of the Court issued notice to all parties in said bankruptcy case pursuant to the Grantor's Motion for Authority to Sell Property by Private Sale, attached as Exhibit "B", and the Bankruptcy Court having issued its Order Authorizing the said Sale, said Order being attached hereto as Exhibit "A".

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. Section 363, and in consideration of the sum of **NINETY TWO THOUSAND AND 00/100 U.S. DOLLARS (\$92,000.00)** paid to Grantor in hand by the Grantees, the receipt of which is hereby acknowledged, the Grantor does hereby transfer unto the said Grantees, all of the Grantor's right, title and interest, including any rights of redemption, in and to the following described real property located in Tuscaloosa County, Alabama, to-wit:

Lot 10, according to the Survey of Final Plat of Hayesbury, Phase 3, as recorded in Map Book 30, Page 138, in the Probate Office of Shelby County, Alabama.

\$73,600.00 of the purchase price was paid with a contemporaneous purchase money mortgage.

TO HAVE AND TO HOLD unto the said Grantees, "as is" for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the successors, heirs and assigns of the survivor forever.

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

**THE BANKRUPTCY ESTATE OF
Billy Ray Gossett aka Billy Gossett,
Bankruptcy Case # 13-00014-TOM-7**

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

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, William E Pitts, a Notary Public in and for said County, in said State, hereby certify that Andre' M. Toffel, as Trustee in Bankruptcy and not individually, whose name as Trustee in Bankruptcy of Billy Ray Gossett aka Billy Gossett, and not individually, signed the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, in his capacity as such Trustee in Bankruptcy and not individually, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14 day of March, 2014.

William E Pitts
NOTARY PUBLIC
My commission expires 15 Aug 2017

**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, December 09, 2013 10:30 AM, for a hearing on the following:

RE: Doc #144; Trustees Motion for Authority to Sell Property by Private Sale (copy mailed)

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

Andre' M Toffel (Trustee)
Jamie Alisa Wilson, 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:

Based on the 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. Upon the closing of any sale, the Trustee is directed to pay one-half of the net proceeds to Traci Gossett, co-owner and non-debtor spouse.

Dated: 12/11/2013

/s/ TAMARA O. MITCHELL

TAMARA O. MITCHELL

United States Bankruptcy Judge



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Exhibit A

**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 119 Hayesbury Lane, Pelham, 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 \$92,000.00. The purchasers are Jannell G. Kimes and Neda Poran. The sale will be closed after the order approving this motion. There is a six percent (6%) real estate commission due from the sale, subject to approval by this Court. The sales contract is attached as Exhibit A.

LIENS AGAINST PROPERTY

The following entities claim the following interests in the property:

- (a) There is mortgage on the property held by Chase or is assignee. The mortgage has


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a balance of approximately \$62,000.00. This mortgage will be paid from the sales proceeds.

(b) The property is co-owned by Traci Gossett, the wife of the Debtor ("Ms. Gossett").

Ms. Gossett consents to this sale as set out in the attached contract.

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 6th day of November, 2013.


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/s/ Marvin E. Franklin

Marvin E. Franklin

Attorney for Trustee

OF COUNSEL:

NAJJAR DENABURG, P. C.

2125 Morris Avenue

Birmingham, Alabama 35203

(205)250-8400

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Trustee's Motion for Authority to Sell Property by Private Sale was served this the 6th day of November, 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

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

Traci Gossett
2055 Highway 93
Helena, AL 35080

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

/s/ Marvin E. Franklin

Of Counsel

GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
January 10, 2008 (Previous forms are obsolete and no longer approved)

Date: 10-24-13

The undersigned Buyer(s) Jimmie H. Kinnel + Nada Poran hereby agrees to purchase
(Please print exact names in which title will be taken)
and the undersigned Seller(s) Andre Michel Autran 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 Prichard
County of Shelby, Alabama, on the terms stated below:

Address 119 N. Hartsburg Lane Zip Code: 35124
Legal Description: Lot 10 Block 30 Survey Hartsburg
Phase 3 Map Book 30 Page 138

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 89,000 92,000.00
Earnest Money under this Contract shall be \$ 500 AMT, Trust

(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 9.0 loan in the amount of \$ 5 or
9.0 % 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 30 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 at closing.
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 \$ 50.00 (\$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
24 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.

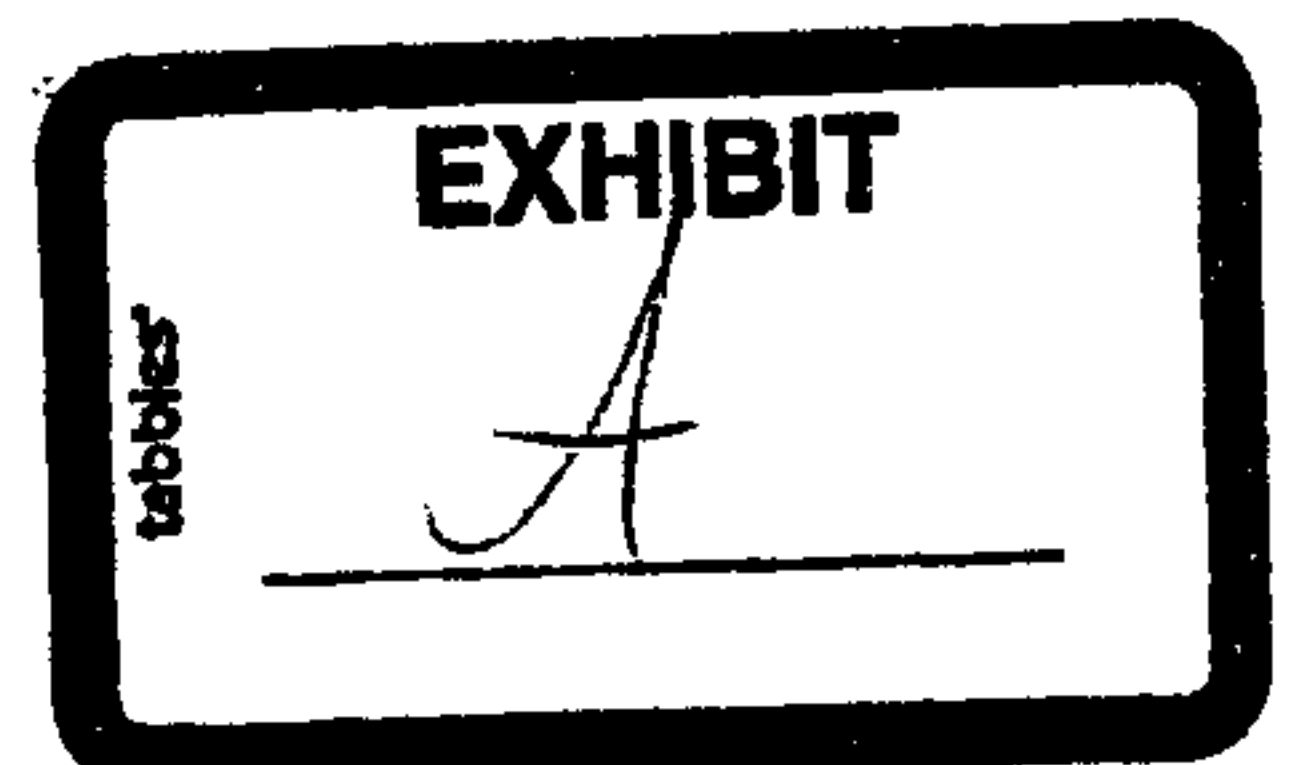
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(C) LOAN CLOSING COSTS AND PREPAID ITEMS: A loan discount not to exceed 0 % of the amount of the approved loan, shall be paid by ☒ Seller ☐ Buyer. All other loan closing costs and prepaid items are to be paid by Buyer unless herein stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

2. CLOSING & POSSESSION DATE: The sale shall be closed and the deed delivered on or before TBD By Bankruptcy Court. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on at 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.

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 RE/MAX Advantage

The selling company is RE/MAX 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

YC YP

Seller's Initials

MM TR

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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.

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.

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

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 \$ 450 —. 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 vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the Property in accordance with 12.A or 12.B below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.

12. GENERAL HOME INSPECTION:

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

Buyer's Initials

Seller's Initials

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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 7 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 3 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 3 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 3 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

[Signature] [Signature]

Seller's Initials

AMT, Trustee [Signature]

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

[Signature] [Signature]

Seller's Initials

AMT, Trustee [Signature]

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14. TERMITES 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



Seller's Initials



15. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: The seller of any interest in residential real property built before January 1, 1978 is required by federal law to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. The Property ☐ was ☒ was not built prior to January 1, 1978. Seller's Initials ☐ ☐ If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure 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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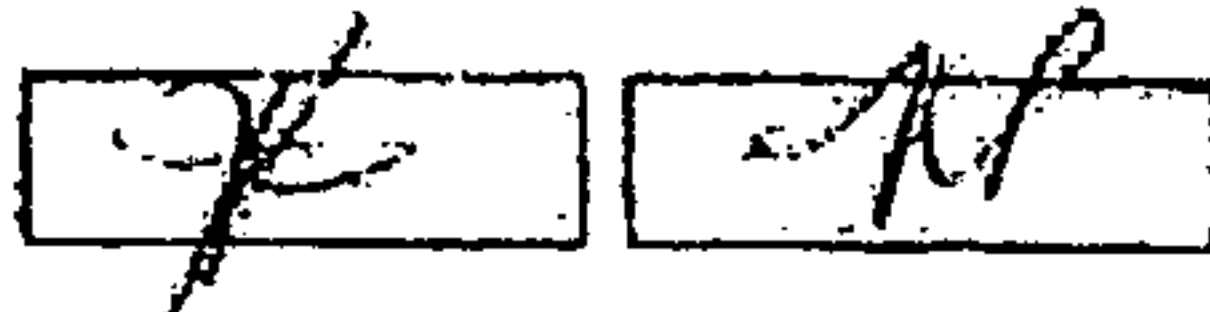
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mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or 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



Seller's Initials



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.

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 # 1 (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

JP AP

Seller's Initials

AMY TRUSTED [Signature]

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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18. 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.

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

Q/M 30. Seller to pay up to 3% towards Purchaser's closing costs and/or prepaids, 1/2 attorney fee, 1/2 title, 1/2 survey or termite bond & home warranty.

Y/M 31. Sale of real property shall be "as is" where is & shall further be subject to approval by the U.S. Bankruptcy Court.

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

Witness to Buyer's Signature

Buyer

(Date)

Witness to Buyer's Signature

Buyer

(Date)

Witness to Seller's Signature

Seller

(Date)

Witness to Seller's Signature

Seller

(Date)

Finalized Date: _____, 20____
(Date on which last party signed in 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: RE/MAX Advantage, Kimberly J. Friel DATE 10/24, 2013

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RE/MAX Advantage
PERSONAL PROPERTY ADDENDUM

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

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

ITEM	REMAIN WITH PROPERTY	NOT REMAIN WITH PROPERTY	EXCLUSIONS
ALL WINDOW TREATMENTS	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
ALL WINDOW TREATMENT HARDWARE	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
ALL LIGHT FIXTURES	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
ALL CEILING FANS	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
STOVE/OVEN	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
DISHWASHER	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
REFRIGERATOR	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
GARAGE DOOR OPENERS	<input type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
BATHROOM MIRRORS	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
MICROWAVE	<input checked="" type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
	<input type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	
	<input type="checkbox"/> TO REMAIN	<input type="checkbox"/> DO NOT REMAIN	

*Seller agrees to have all other property items removed from home and agrees to leave property in a clean and orderly condition.

Witness to Purchaser

Witness to Seller

James K...
Purchaser

[Signature]
Purchaser

Maui
Seller

Andie M. [Signature]
Seller

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**RE/MAX ADVANTAGE
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT
(For RE/MAX Sellers and RE/MAX Buyer-Broker Purchasers)**

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:

<u>Andre M. Toffel, as Trustee</u> RE/MAX Listed Seller	Date	<u>[Signature]</u> RE/MAX Buyer-Broker Purchaser	Date
<u>May 23, 2013</u>		<u>[Signature]</u>	<u>10-24-13</u>

Before considering an offer to purchase or sell property located at 119 Hayesbury Ln.
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:

<u>Andre M. Toffel, as Trustee</u> RE/MAX Listed Seller	Date	<u>[Signature]</u> RE/MAX Buyer-Broker Purchaser	Date
<u>May 23, 2013</u>		<u>[Signature]</u>	<u>10-24-13</u>



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**RE/MAX ADVANTAGE
LIMITED CONSENSUAL DUAL AGENCY AGREEMENT
(For RE/MAX Sellers and RE/MAX Buyer-Broker Purchasers)**

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**:

[Signature]
RE/MAX Listed Seller Date

[Signature] 10-24-13
RE/MAX Buyer-Broker Purchaser Date

[Signature]
RE/MAX Listed Seller Date

[Signature] 10-24-13
RE/MAX Buyer-Broker Purchaser Date


Before considering an offer to purchase or sell property located at 119 Hayesbury Ln.
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:

RE/MAX Listed Seller Date

[Signature] 10-24-13
RE/MAX Buyer-Broker Purchaser Date

RE/MAX Listed Seller Date

[Signature] 10-24-13
RE/MAX Buyer-Broker Purchaser Date


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Rule 790-x-3-.13(1)

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his/her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A **SUB-AGENT** is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

★ A **LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A **TRANSACTION BROKER** assists one or more parties in a sale. A transaction broker is not an agent and does not have the same obligations as an agent. The transaction broker and licensees working with him/her perform the services set out in the contract.

Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things that the licensee may do to assist you, the customer. Some examples are:

1. Provide information about properties
2. Show properties;
3. Assist in making written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of Licensee: Kimberly Lynard

Signature: Kimberly Lynard

Date: 10/24/13

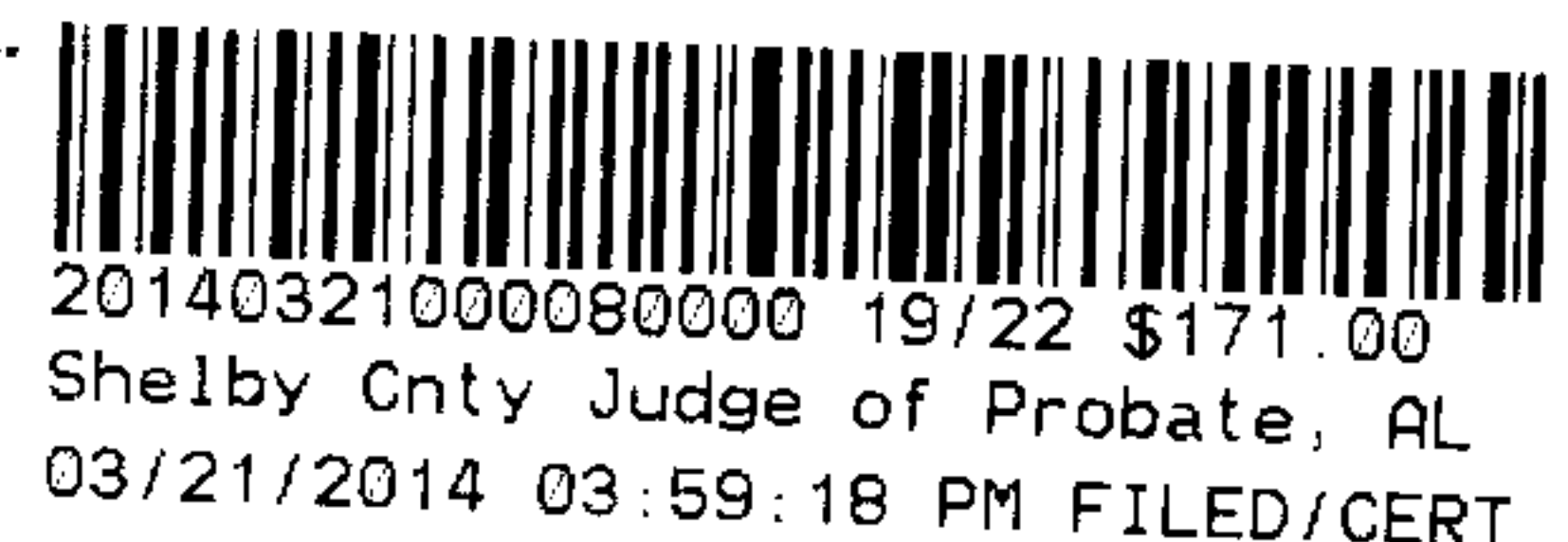
Consumer Name: Tanner G. Kimes + Nedra Peran

Signature: Tanner G. Kimes

Date: 10-24-13

MMO

10-24-13



**RE/MAX ADVANTAGE
BUYER AGENCY EXCLUSIVE REPRESENTATION AGREEMENT**

Buyer appoints RE/MAX REALTY ADVANTAGE (hereinafter referred to as RE/MAX or Broker) as exclusive Buyer's agent for the purpose of assisting Buyer in locating acceptable real property to purchase. The Broker's status as the Buyer's agent shall commence from date below and shall continue until

12-30-13

1. **BROKER'S OBLIGATION:** broker will utilize his/her professional knowledge to make a good faith effort: to locate property described by Buyer; To consult with Buyer to determine property requirements, possession time able and other purchasing objectives; To assist Buyer in securing loan financing; To assist Buyer in the house-hunting process; To arrange showing of properties suitable for purchase from all sources including For Sale by Owners; To obtain available information on properties in which Buyer is interested; To assist Buyer in negotiating terms of contract and in monitoring financing, time deadlines and closing details.
2. **BUYER OBLIGATION:** Buyer agrees to work exclusively with broker during the term of this agreement by: viewing ANY property only with Broker and not with any other real estate broker, salesperson, or individual owner; Exclusively allowing broker to negotiate for and to represent the Buyer; Consulting with Broker before visiting Open Houses or contacting any other real estate agencies; Referring to Broker any inquiries received from other real estate broker, salesperson, prospective individuals, seller, builder, or any other source during the time this agreement is in effect.
3. **LIMITED CONSENSUAL DUAL AGENCY:** Buyer acknowledges that RE/MAX represents sellers of properties listed by Broker any may represent the interests of both the buyer and the Seller in the same transaction with the knowledge and written consent of both Buyer and Seller.

The principle function of RE/MAX as a Limited Consensual Dual Agent is to help both parties (the Seller and the Buyer) reach a mutually satisfactory outcome to their negotiations. In this capacity, RE/MAX must avoid showing favoritism to either party and refrain from revealing confidential information that could prove detrimental to one side or the other.


Should Buyer authorize RE/MAX to act as "Limited Consensual Dual Agent," Buyer agrees that the attached Limited Consensual Dual Agent Agreement shall be signed at time of signing this Buyer Exclusive Representation Agreement and reaffirmed in writing at time of contract.

Buyer does ☒ does not ☐ authorize RE/MAX to act as a Limited Consensual Dual Agent in the property listed with RE/MAX, representing BOTH the Seller and the Buyer in the transaction.

1. **DISCLAIMER:** Buyer acknowledges that RE/MAX is being retained solely as a real estate agent and not as an attorney, accountant, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised by RE/MAX to seek professional advice from any service provided to answer any questions the buyer has related to a proposed transaction.
2. **COMPENSATION TO BROKER:** If during the term of this agreement or 180 days after the expiration or termination of this agreement the Buyer enters in agreement a contract to acquire any property previously informed about through the services of RE/MAX, RE/MAX'S fee shall be the amount shown as the "selling commission" in the Multiple Listing Service, if any, and in all other events the fee shall be % of the purchase price or \$. Buyer and RE/MAX agree that RE/MAX shall first seek payment of its fees from the transaction. If the fee cannot be obtained from the transaction, in whole or in part, Buyer will pay RE/MAX the amount of fee above, or any balance thereof.

Buyer/Client Initials [Signature] Buyer/Client Initials [Signature]

Buyer has paid \$ 0 as partial consideration for the employment of Broker services. This fee is NOT refundable but IS credited towards the total commission above.


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1. DESCRIPTION OF PROPERTY SOUGHT: Buyer wishes to purchase real property which may include a lot and residence to be constructed, as follows: _____

1. OTHER BUYERS: Other potential Buyers may be interested in the same properties as the Buyer. It is agreed that RE/MAX may represent those buyers, whether such representation arises prior to, during, or after the end of this contract. In such a situation, RE/MAX will not disclose to either Buyer the terms of the other's Buyer Agreement or contract negotiations.

2. NON-DISCRIMINATION: Properties shall be shown and made available to Buyer without regards to race, color, religion, sex, age, handicap, familial status, or national origin.

3. ADDITIONAL TERMS & CONDITIONS as agreed upon, initialed, and dated:

To secure a contract for property located at
119 Waggoner Lane Pelham, AL

The parties acknowledge that they have read, understand, and agree to all provisions of this agreement.

Kimberly Lynne
RE/MAX Buyer Broker Agent

10/24/13
Date

James T. Davis 10-24-13
Buyer/Client Date

[Signature] 10-24-13
Buyer/Client Date

IF AGREED TO IN PARAGRAPH (3) ABOVE,
THE ATTACHED LIMITED CONSENSUAL
DUAL AGENCY AGREEMENT, WHEN
SIGNED, SHALL BE MADE A PART OF THIS
AGREEMENT.

Address

Address Phone



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Real Estate Sales Validation Form

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

Grantor's Name Andre M. Toffel Trustee Grantee's Name Jannell G. Kinser
Mailing Address 600 N. 20th St Ste 300 Mailing Address Neda Poran
Birmingham AL 35203 119 Hayesbury Lane
Pelham AL 35124

Property Address 119 Hayesbury Lane Date of Sale 3/14/14
Pelham AL 35124 Total Purchase Price \$ 92,000
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 ☐ Appraisal
☒ Sales Contract ☐ Other
☒ Closing Statement

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 3/14/14

Print W Eric Pitt

Unattested

Sign W Eric Pitt

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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Shelby Cnty Judge of Probate, AL
03/21/2014 03:59:18 PM FILED/CERT