

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)

EDWIN DAWKINS,
deceased.

)
) Case No. PR-2015-000190
)
)

**ORDER APPROVING PRIVATE SALE
OF REAL PROPERTY**

This cause came before the Court on petition of the Personal Representative, FAYE GRIZZELL, for an order authorizing her to sell, at private sale, decedent's real property located at:

565 Highway 405, Shelby, Alabama 35143
See "Exhibit A" for legal description

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 Petitioner herein, and all interested parties having consented or having received proper notice to such sale;


It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit B" be approved. Petitioner is authorized to execute any and all documents necessary for the execution and completion of said sale.


It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ORDERED to report the completion of said sale **within 30 days**.

Costs of court including a Guardian ad Litem fee of \$50.00 and Administrator ad Litem fee of \$50.00 are hereby taxed against the estate of EDWIN DAWKINS.

DONE and ORDERED this 20th day of August, 2015.


20150903000308230 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
09/03/2015 12:11:47 PM FILED/CERT


JAMES W. FUHRMEISTER
Judge of Probate

cc: Michael T Atchison, Esq.
Joshua Arnold, Esq., GAL
Jill T. Karle, Esq., AAL

ENTERED AND FILED

AUG 20 2015

KIMBERLY MELTON, CLERK
PROBATE COURT
SHELBY COUNTY, ALABAMA

Herschel Brown
Donnell Brown
Darrell Brown
Keith Brown
Carol Baughns
Larry Dawkins
Terry Dale Dawkins
Brittany Dawkins
Brandi Dawkins
Jessica Dawkins
Kathy Dawkins
John Dawkins
Mary Beth Dawkins
Amber Dawkins
Dorothy Nell Nelson
Bruce Dawkins
Donald Dawkins
Linda Phillips
Renea Smith
Gail Cummings
Ronald Genry
Lisa Dawkins



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Shelby Cnty Judge of Probate, AL
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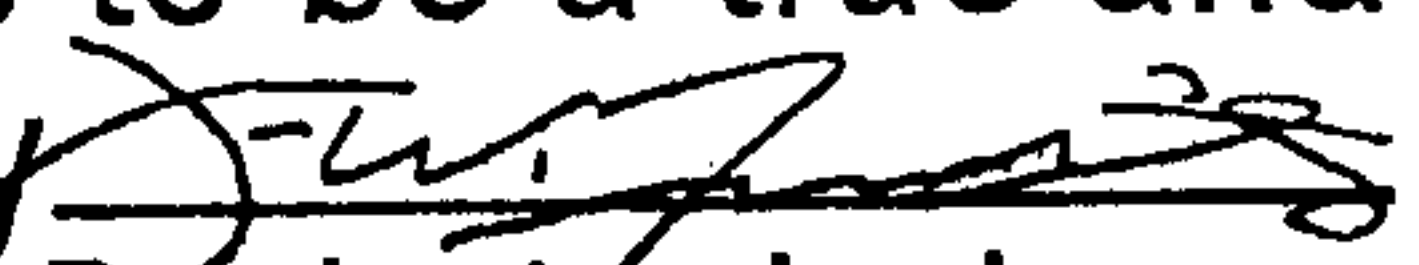

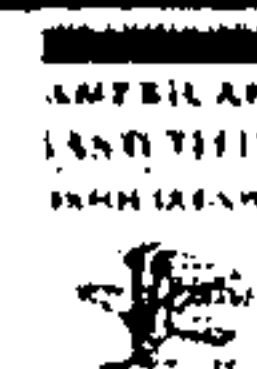
I certify this to be a true and
correct copy 
(KTR) 8-20-15 Probate Judge
Shelby County

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 1, Township 24 North, Range 15 East; thence run West along the North line of said 1/4-1/4 for 37.83 feet to the West right of way of Merrell Beach Road and the point of beginning; thence continue last described course for 58.10 feet to the Southerly right of way of Shelby County Highway 405 and a curve to the right (having a radius of 916.19 feet and a central angle of 15 degrees 37 minutes 53 seconds); thence 16 degrees 02 minutes left to tangent of said curve, run Southwesterly along said curve and right of way for 249.95 feet; thence continue along said right of way and tangent of said curve for 80.99 feet; thence 84 degrees 07 minutes 55 seconds left run Southerly for 173.73 feet; thence 95 degrees 27 minutes 55 seconds left run Easterly for 381.39 feet to the Westerly right of way of Merrell Beach Road; thence 84 degrees 18 minutes left run Northerly along said right of way for 210.16 feet to the point of beginning. Situated in Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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"EXHIBIT B"

Relitigated Exhibit
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

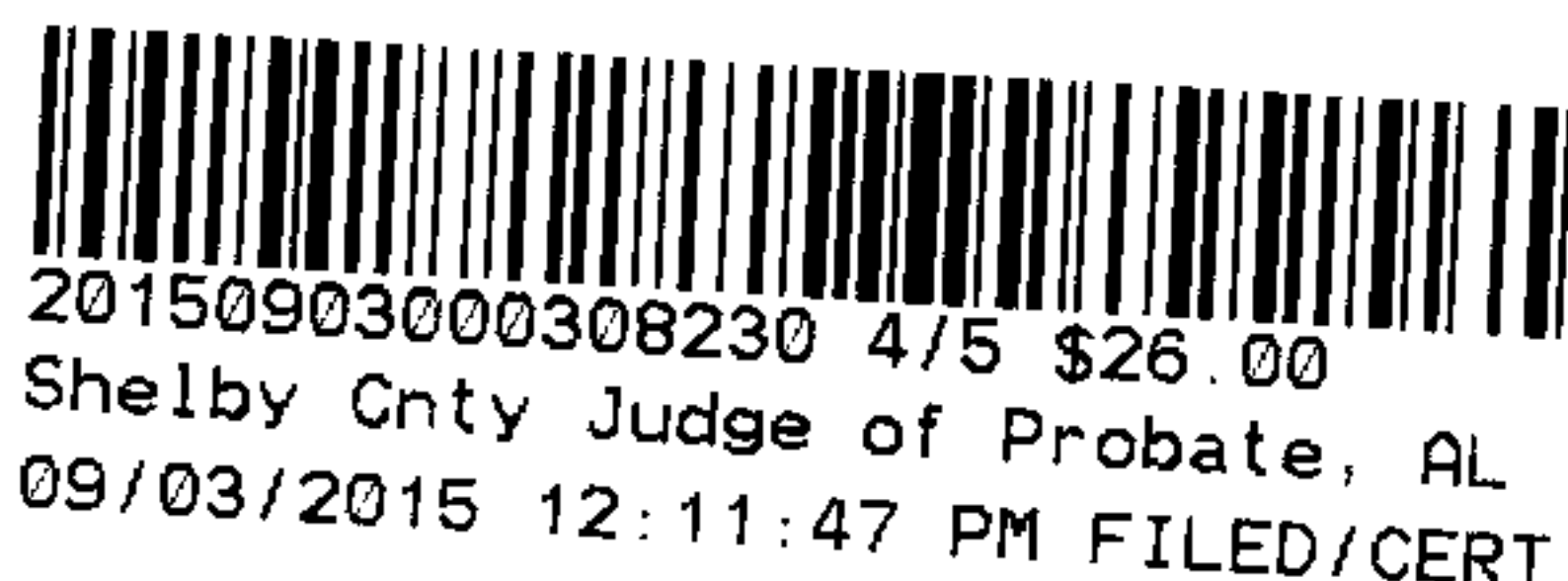
Filed in open court this
18 day of August, 2015.

Timothy Melton
(Judge of Probate) (Clerk)

The undersigned Purchaser(s): Brian Thomas, hereby agree to purchase and the undersigned Seller(s): _____, 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 Shelby, County of Shelby, ALABAMA, on the terms state below:
ADDRESS: 565 Hwy 405

and legally described as:

THE PURCHASE PRICE: \$20,000, payable as follows:
EARNEST MONEY, receipt of which is hereby acknowledged by the Agent: \$ 0
CASH ON CLOSING THIS SALE \$ _____



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 BT

EARNEST MONEY AND PURCHASER'S DEFAULT: Seller hereby authorizes, 0, 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, residential, 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.

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 8/31/15, 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 at close.

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 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 WARRANTS 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."



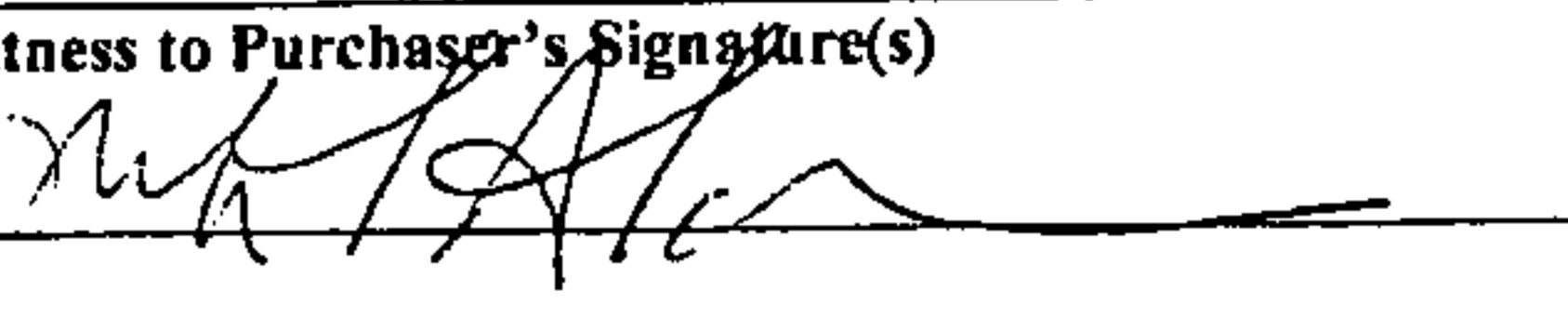
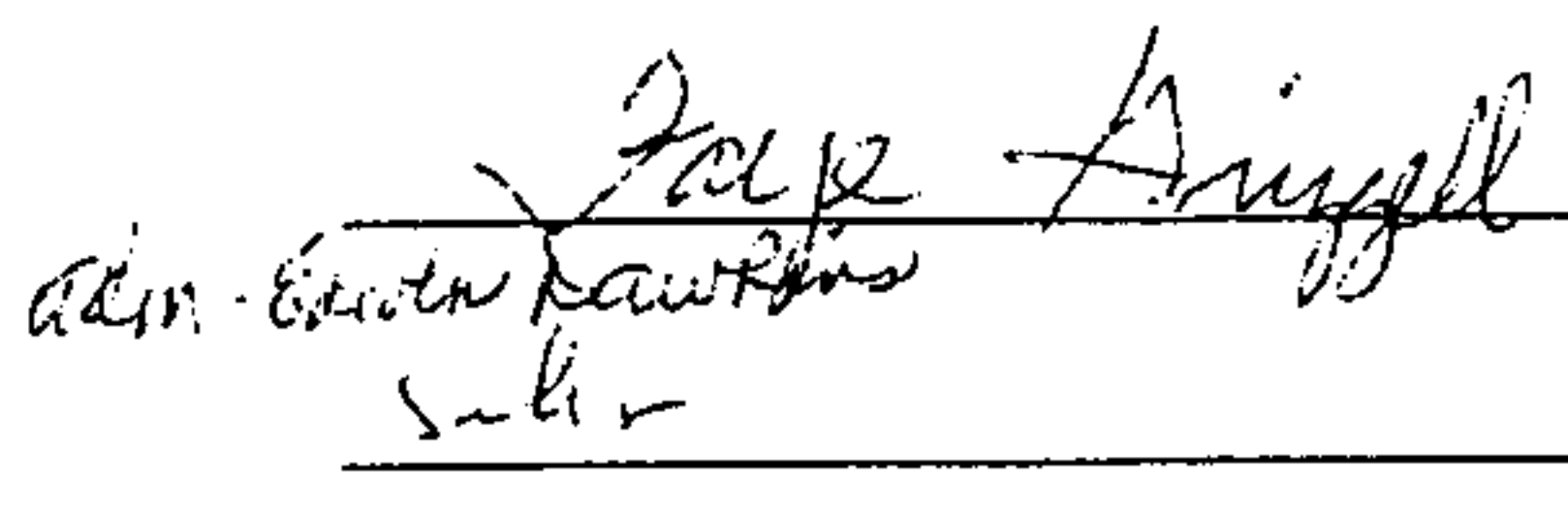
RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the property to protect all interest until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and seller is unable or unwilling to restore 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.

 _____ Buyer	 _____ Brian Thomas (SEAL)
Witness to Purchaser's Signature(s)  _____	_____ (SEAL)
Witness to Seller's Signature(s) _____	 _____ John A. Smith Subl (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)


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