

AKK
JW 74
MH

20170601000192280 1/10 \$43.00
Shelby Cnty Judge of Probate, AL
06/01/2017 12:43:52 PM FILED/CERT

MH
JW 74
AKK LLC
+ equipment

Hollis Real Estate, LLC

Oct. 19, 2016

REAL ESTATE SALES CONTRACT

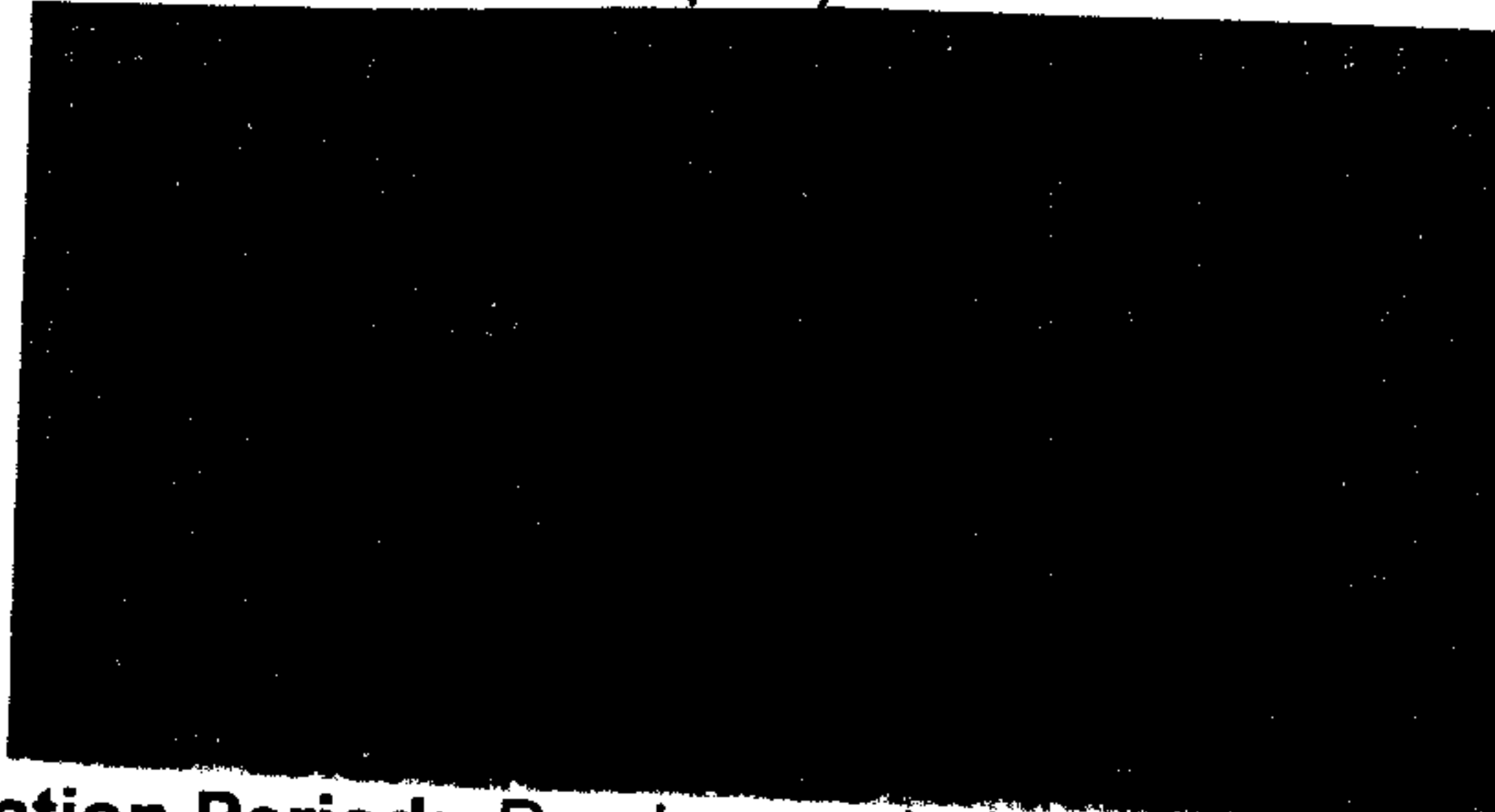
Date: September 2, 2016

Jack Whitson Kidd & AJK LLC, Jack Kidd 4 Deerwood Shoal Creek Al. 35242-5907 (Seller) hereby agrees to sell and Hollis Real Estate, LLC and or assigns (Purchaser) hereby agrees to purchase the following described real estate, together with any improvements thereon and appurtenances thereto (Property) situated at Hwy 280 East and Walt Drive, Shelby County Alabama, Two (2) parcels containing approximately 0.61 acres / 26,572 sf and 0.2 acres / 8,712 sf in Shelby County Alabama, on the terms stated below:

Legal Description: Parcel ID: # 09-3-05-0-001-005.001 and # 09-3-05-0-001-004.001

See Ex. "A" (attached Shelby County Tax Report)

1. Purchase Price:
Earnest Money:
Cash on Closing:



which shall be applied to purchase price at closing.

JW 74 12-22-16 date
MH 12-22-16 date

2. **Purchaser's Investigation Period:** Purchaser shall have a period of time up to and until January 4, 2017 to satisfy itself at Purchaser's sole discretion as to the suitability of the property for Purchaser's intended use. During Purchaser's investigation, Seller agrees to allow Purchaser, its assigns or agents, the right to enter onto the Property to conduct such investigations as Purchaser deems necessary. Purchaser shall defend, indemnify and hold harmless Seller against any and all claims for personal injury, property damage or liens that may be asserted by any person or entity as a result of Purchaser's exercise of its rights under this contract, and Purchaser shall not materially damage the Property including but not limited to any trees or other vegetation located on the property. If during said investigation period, should Purchaser, at its sole discretion, find the property unacceptable, it will notify Seller of its intent to terminate this contract, and in such event the Contract will be void. If Purchaser does not terminate the Contract by the end of the Investigation Period, then Purchaser will be deemed to have waived all due diligence issues and the **Earnest Money in the total amount of \$1.00** shall become property of the seller.

+ \$5,000.00

AKK MH

3. **Agency Disclosure:** The listing company is none
The selling company is Hollis Real Estate, LLC.

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. X 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.

AKK LLC
JW 74 Seller's Initials

MH Purchaser's Initials

4. **Condition of Property:** Neither Seller nor any Agency makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, that any and all conditions of the Property material to Purchaser's decision to buy the Property are acceptable. Purchaser accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, Seller agrees to keep in force sufficient insurance on the Property to protect all interests 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 prior 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.

5. **Earnest Money & Purchaser's Default:** Seller to hold the Earnest Money 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 which shall be the Seller's sole remedy.

JW 74

MH

6. **Conveyance:** Seller agrees to convey the Property to Purchaser by general warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein accepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to (i) mineral and mining rights not owned by Seller; (ii) present zoning classification of ; (iii) is is not (may be) located in a special flood hazard area; and (iv) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes. See: **2. Purchaser's Investigation**
7. **Title Insurance:** Seller agrees to furnish Purchaser a standard form owners title insurance policy issued by a title insurance company authorized to insure real estate in the state of Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless therein accepted; otherwise, the earnest money shall be refunded. If Purchaser obtains a mortgagee's title insurance policy at the time of closing, the total expense of the owner's and mortgagee's policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller.
8. **Survey:** If Purchaser requires a land survey, the survey shall be at Purchaser's expense.
9. **Proration's:** Ad valorem taxes, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgagees shall be credited to Seller. **UNLESS AGREED HEREIN OTHERWISE, 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.**
10. **Closing & Possession Dates:** The sale shall be closed and the deed delivered on or before 45 days following the end of the Investigation Period on a date agreed to by both the Purchaser and Seller. Alternatively, the Purchaser may close on or before the ~~45~~ day following the Purchaser's written waiver of all due diligence items on a date agreed to by both the Purchaser and Seller. However, the 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 delivery of the deed.
11. **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) the availability of utilities or sewer service; (iii) the investment or resale value of the Property; (iv) projections of income or operating expenses; or (v) 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.
12. **Seller Warrants** that unless excepted herein, 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 the contract or in the title insurance policy. Seller warrants that it is the fee simple owner of the Property or is authorized to execute this document for the fee owner. **THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.**
13. **Hazardous Substances:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/ or Purchaser and Broker(s) shall not be held responsible therefor.
14. **Foreign Investment in Real Property Tax Act (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.
15. **Additional Provision:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this contract.
16. **Entire Agreement:** This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.
17. **Other:** Mark Hollis is a licensed real estate agent in the state of Alabama and is acting in his capacity as sole owner and qualifying broker of Hollis Real Estate, LLC, and Purchaser under

this contract. Seller agrees to cooperate with, at purchaser expense in doing all things that may be required by governing bodies in order to apply for a variance/rezoning.

A. Costs. Each party shall pay their own attorney in this transaction. Purchaser shall pay the costs associated with any loan and the costs of all testing, investigation, and applications.

B. Effective Date. The Effective Date of this Contract shall be the date the last party signs the contract.

C. Time is of the Essence. TIME IS OF THE ESSENCE WITH RESPECT TO ALL TIME FRAMES CONTAINED HEREIN.

D. Notices. All notices required hereunder shall be in writing and shall be delivered via FAX. It shall also be delivered via one or more of the following carriers with delivery confirmation signature required: U. S. Certified Mail; Federal Express, UPS or a local Courier.

If to Seller:

Attention:

Jack Whitson Kidd
4 Deerwood
Shoal Creek, Al. 35242-5907

(205) [REDACTED]
(205) [REDACTED]
[REDACTED]


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With Copies to:

Mark Hollis
Hollis Real Estate, LLC
P.O. Box 430132
Birmingham, AL. 35243
(205) 943-4000 Office
(205) 453-4614 Fax

All notices shall be deemed delivered on the date of deposit with the Carrier.

E. Dates. If any of the dates provided for in this agreement fall on a Saturday, Sunday, or Federal Holiday, the date shall be the next business day.

18. Commission: THE COMMISSION PAYABLE TO THE BROKER(S) IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER(S) AND THE CLIENT. In this contract, there is no commission charged or paid.

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

Each of the parties acknowledges that it has the right to be represented at all times in connection with this Contract and the closing by an attorney of its own choosing, at its own expense.

JWK
BWR
AJR 2/2/2

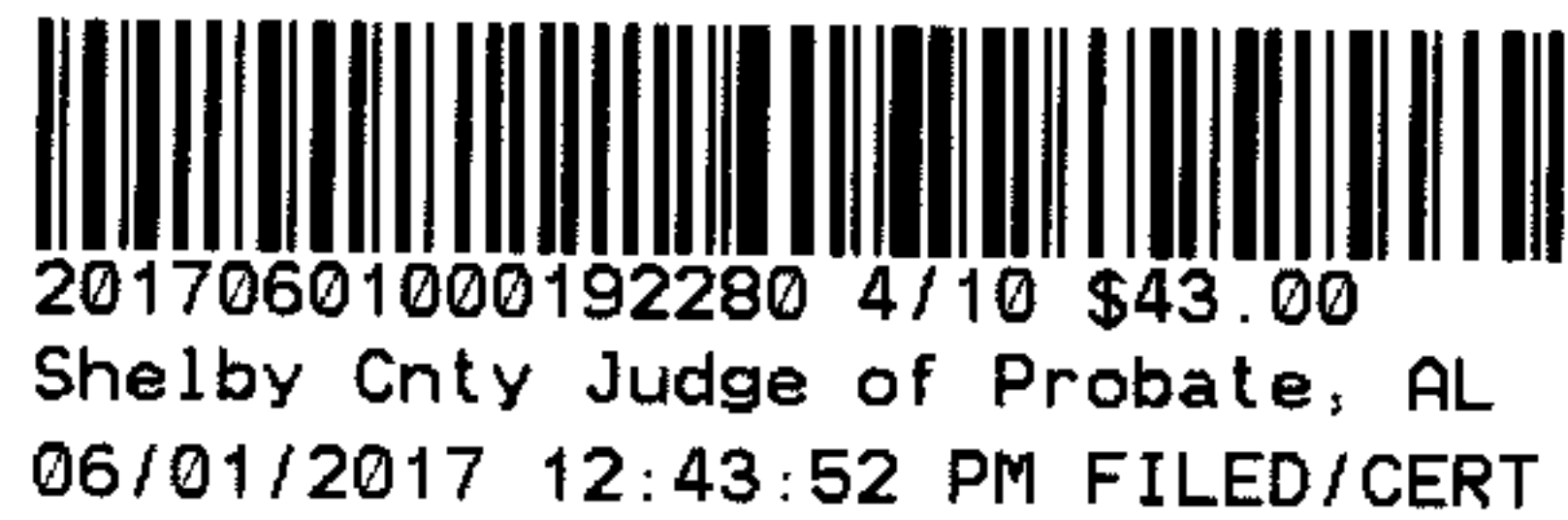
MH

Purchaser:
Hollis Real Estate, LLC

Shawn Kidd
Witness to Purchaser's Signature

By: Mark Hollis

Date: Oct. 19, 2016



Seller:
Jack Whitson Kidd & AJK LLC

Shawn Kidd
Witness to Seller's Signature

By: Jack W. Kidd

Date: Oct. 19, 2016

Shawn Kidd
Witness to Seller's Signature

By: Jack W. Kidd / for #3 H

Date: Oct. 19, 2016

Earnest Money: Receipt is hereby acknowledged of the earnest money as hereinafter set forth;

 x Cash Check Received by Jack Kidd
HOLLIS REAL ESTATE, LLC

Hollis Real Estate, LLC

Name (Printed): MARK HOLLIS

Signature: Mark Hollis

Date: Oct. 19, 2016

CHECK #

2292

\$5,000.00

MT 12-22-16 JK
12/22/16

~~This contract is contingent upon~~

~~Jack Kidd obtaining ownership of the~~
~~car wash and any and all improvements~~ MT 12-22-16
~~on the property described hereinabove.~~

Mark Hollis
Purchaser

Jack W. Kidd
Seller

JK

MT



Greater Alabama MLS - IMAPP
Shelby County Tax Report - BIRMINGHAM, AL 35242

EX. A. JWK
MH



☒ Active	☒ Sold	☒ Pending	☒ Withdrawn	☒ Canceled	☒ Expired
☒ 1% chance, depths from 1 to 3 ft ☒ 1% chance, BFEs determined, depth 1 to 3 ft ☒ 1% chance, BFEs not determined ☒ Undetermined but flooding possible			☒ 1% chance, BFEs determined ☒ 0.2% annual chance ☒ Outside 1% and 0.2% chance ☒ Area Not Included		

PID # 09-3-05-0-000-005-001
Property Type: Commercial
Property Address: BIRMINGHAM, AL 35242
Current Owner: KIDD JACK WHITSON & AJK LLC
Tax Mailing Address: 4 DEERWOOD
 SHOAL CREEK, AL 35242-5907

Land Areas:
 1. COMMERCIAL, VACANT / 915
Lot Size: 0.2 acres / 8,712 sf
Frontage: 51 ft
Depth: 98 ft
Tax District: COUNTY

Subdivision:

Twn: 3 / **Rng:** 09 / **Sec:** 05
Block: 000 / **Lot:**

Legal Description:
 COM NW COR NW1/4 NE3/4 2333.6 SW239.4 SE07.3
 SW108 TO POB; SW98.5 TO HWY #280 SE50.76
 NWLY98.14 NW49.08 TO POB.
Plat Book: 00 / **Plat Page:** 000
Census Tract: 030216 / **Block:** 1006
Lat: 33.414406 **Lon:** -86.665029



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8/25/2016

	2011	2012	2013	2014	2015
Building Value:					
Extra Feature Value:					
Land Value:	\$121,970	\$121,970	\$121,970	\$121,970	\$121,970
Total Assessed Value:	\$121,970	\$121,970	\$121,970	\$121,970	\$121,970
Percent Change:	- n/a -	0%	0%	0%	0%
Total Exemptions:					
Taxable Value:	\$24,400	\$24,400	\$13,060	\$14,400	\$10,700
Tax Amount:	\$1,073.60	\$1,073.60	\$574.64	\$633.60	\$470.80

There are no sales for this property in our database.

No buildings on this property.

Zone	Description	Panel #	Publication Date
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	01117C0091E	02/20/2013
Source: FEMA National Flood Hazard Layer (NFHL), updated 06/13/2016			

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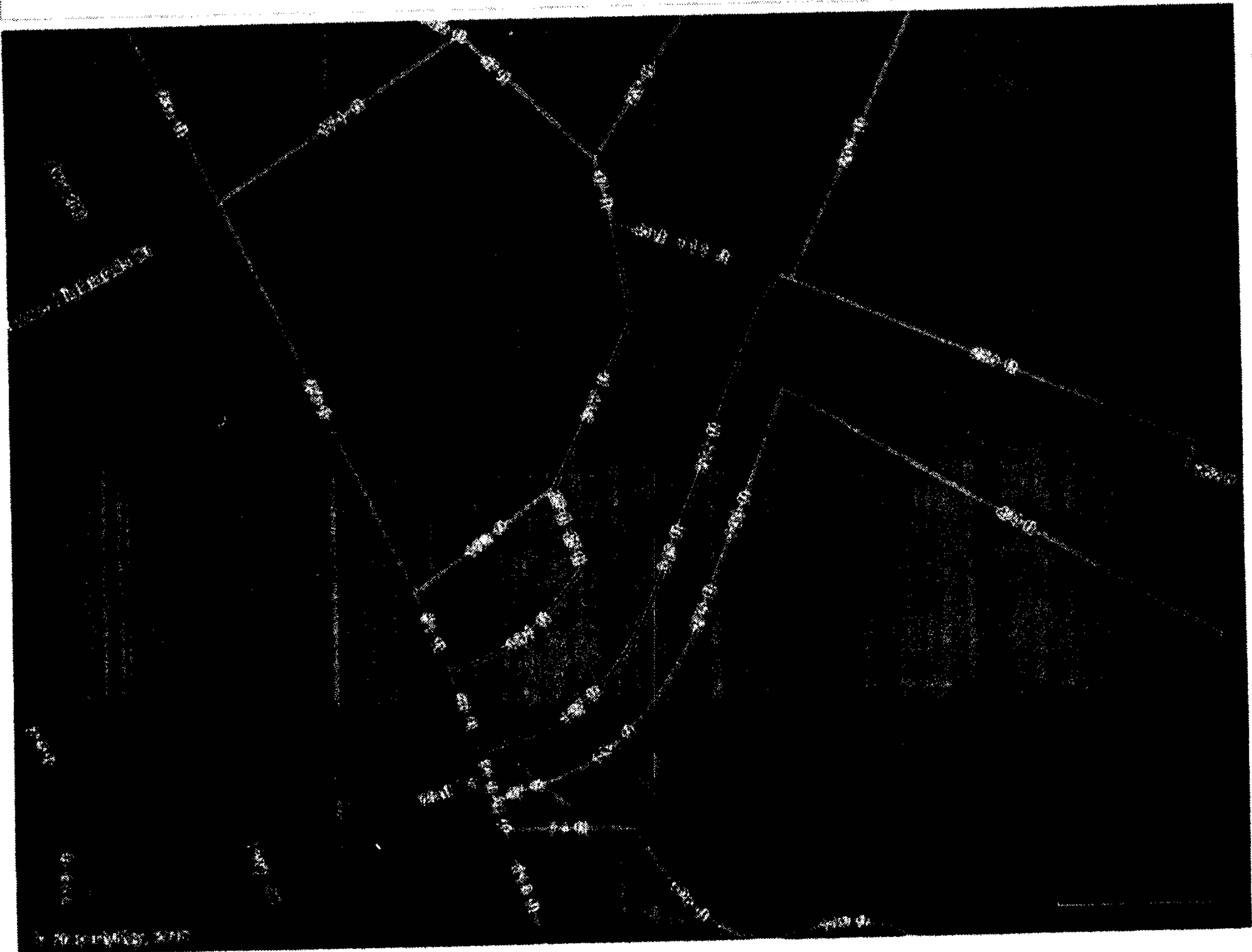
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*Jack
M.H.*

EX A. J. W. K.
MH



Greater Alabama MLS - IMAPP
Shelby County Tax Report - BIRMINGHAM, AL 35242



☒ Active	☒ Sold	☒ Pending	☒ Withdrawn	☒ Canceled	☒ Expired
☒ 1% chance, depths from 1 to 9 ft	☒ 1% chance, BFEs determined, depth 1 to 9 ft	☒ 1% chance, BFEs not determined	☒ Undetermined but flooding possible	☒ 1% chance, BFEs determined	☒ 0.2% annual chance
☒ Outside 1% and 0.2% chance	☒ Area Not Included				

PID # 09-3-05-0-001-004.001 Land Areas:

Property Type: Commercial 1. SERVICE/SHOP (LOW PARTITION) / 600

Property Address: Lot Size: 0.61 acres / 26,572 sf

BIRMINGHAM, AL 35242 Frontage: 50 ft

Current Owner: Depth: 344 ft

A J K LLC Tax District: COUNTY

Tax Mailing Address:

5492 280 EAST
BIRMINGHAM, AL 35242

Subdivision:

Twon: 3 / Rng: 09 / Sec: 05

Block: / Lot:

Legal Description:

COM NW COR NW1/4 NE3/4 E333.88 SW239.82 SE37 TO
POB; CONT SE60.3 SW108 SE49.08 SW98.14 SE50(S)
NELY343.9 NW111.15 TO POB.

Plat Book: 00 / Plat Page: 000

Census Tract: 030216 / Block: 1006

Lat: 33.414569 Lon: -86.664788



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J. W. K.
MH

	2011	2012	2013	2014	2015
Building Value:	\$0	\$0	\$0	\$0	\$0
Extra Feature Value:	\$124,430	\$137,480	\$137,480	\$137,480	\$141,730
Land Value:	\$241,810	\$241,810	\$241,810	\$241,810	\$241,810
Total Assessed Value:	\$363,760	\$379,290	\$379,290	\$379,290	\$383,540
Percent Change:	- n/a -	4.27%	0%	0%	1.12%
Total Exemptions:					
Taxable Value:	\$50,100	\$47,140	\$40,640	\$44,780	\$33,660
Tax Amount:	\$2,204.40	\$2,074.16	\$1,788.16	\$1,970.32	\$1,481.04

There are no sales for this property in our database.

No buildings on this property.

Code	Description	Size / Area
33CL094	FENCE CHAIN LINK 4' CONCRETE SET 9 GAUGE	246 sf
553SPSF	CAR WASH SELF SERVICE STEEL PARTITIONS STEEL FR.	1,883 sf
34PCR04	PAVING CONCRETE REINFORCED 4"	14,186 sf
24FLPF0	FLOODLIGHTS, POLE AND FIXTURES	1 sf
553DTMS	CAR WASH DRIVE-THRU MASONRY OR STEEL FRAME	1,041 sf

Zone	Description	Panel #	Publication Date
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	01117C0091E	02/20/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 06/12/2015

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Handwritten signature

Agreement

This Agreement is an amendment to that certain Real Estate Sales Contract by and between Jack Whitson Kidd & AJK, LLC, Jack Kidd 4 Deerwood Shoal Creek Al. 35242-5907 (Seller) and Hollis Real Estate, LLC, dated October 19, 2016.

In consideration of one dollar and other good and valuable consideration, the Real Estate Sales Contract is amended by changing the date of January 20, 2017, in the first and second lines of paragraph 2 to February 21, 2017. *MARCH 21, 2017 MH*

Except as expressly modified by this Agreement, the Real Estate Sales Contract shall remain in full force and effect. *2-20-17*

This the 20th day of January, 2017.

Hollis Real Estate, LLC

By: *Mark Hollis*

Its: *member*

AJK, LLC

By: *Jack W Kidd*

Its: *Owner*

Jack W Kidd

Jack W. Kidd



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SECURITY FEATURES INCLUDE TRUE WATERMARK

**HOLLIS REAL ESTATE, LLC
OPERATING ACCOUNT**

PO BOX 430132
BIRMINGHAM, AL 35243
205-943-4000

DATE

12-22-16

2292

61-118/620
1343

PAY TO THE
ORDER OF

JACK WHITSON KIDD

\$ 5,000⁰⁰

DOLLARS

Five Thousand ⁰⁰/₁₀₀

BBVA Compass

Compass Bank
Birmingham, AL

REAL ESTATE SALES CONTRACT
FOR 400%280E + WALT DRIVE

Mark J. [Signature]

Details on Back.
Security Features Included