

This Instrument was Prepared by:

Mike T. Atchison, Attorney at Law
101 West College Street
Columbiana, AL 35051

Send Tax Notice To: John Judson Hand
Bridget L. Hand

3745 Hwy 71
Shelby, AL 35143

File No.: S-17-23997

WARRANTY DEED



20170921000344920 1/20 \$249.00
Shelby Cnty Judge of Probate, AL
09/21/2017 01:48:56 PM FILED/CERT

State of Alabama

} Know All Men by These Presents:

County of Shelby

That in consideration of the sum of **One Hundred Seventy Seven Thousand Dollars and No Cents (\$177,000.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Estate of Dessell Carden, Probate Case # PR2006-570, Shelby County, Alabama**, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **John Judson Hand and Bridget L. Hand**, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama; to wit;

SEE EXHIBIT "A" ATTACHED HERETO

Property may be subject to 2017 taxes and subsequent years, all covenants, restrictions, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

\$0.00 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all person.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 15th day of September, 2017.

Bonnie Schrader, P.R.
Estate of Dessell Carden, Probate Case #
PR2006-570, Shelby County, Alabama

State of Alabama

County of Shelby

I, Janet F. Parson, a Notary Public in and for the said County in said State, hereby certify that Estate of Dessell Carden, Probate Case # PR2006-570, Shelby County, Alabama, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of September, 2017.

Janet F. Parson
Notary Public, State of Alabama

My Commission Expires: 10/15/2020

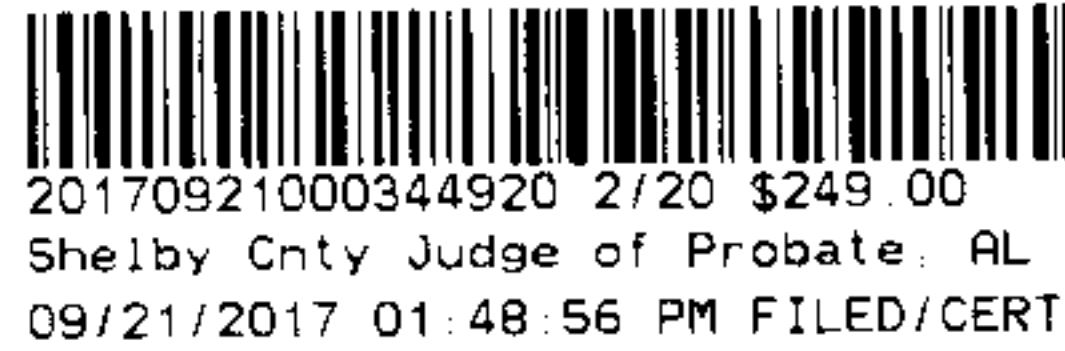
Shelby County, AL 09/21/2017
State of Alabama
Deed Tax: \$177.00

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the West Half of the Southwest 1/4 of Section 12, Township 24 North, Range 15 East, Shelby County, Alabama, being more particularly described as follows:

Beginning at a 2" x 2" angle iron found and locally accepted to be the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 12 and thence along the South line of said 1/4-1/4 section, South 88 degrees 28 minutes 06 seconds West a distance of 625.30 feet to a 1" x 3/4" iron bar found; thence leaving said South line, run North 03 degrees 08 minutes 00 seconds West a distance of 1355.03 feet to a 5/8" rebar set on the North line of said 1/4-1/4 section; thence North 75 degrees 09 minutes 53 seconds West a distance of 368.64 feet to a point; thence continue last course of North 75 degrees 09 minutes 53 seconds West a distance of 53.89 feet to a point near the edge of water of Lay Lake; thence meandering at an offset distance from the edge of said lake the following 7 courses: North 46 degrees 00 minutes 51 seconds East a distance of 24.84 feet. North 26 degrees 20 minutes 16 seconds West a distance of 68.68 feet. North 16 degrees 49 minutes 36 seconds East a distance of 42.11 feet. North 41 degrees 43 minutes 27 seconds East a distance of 31.89 feet. North 27 degrees 42 minutes 12 seconds East a distance of 35.90 feet. North 12 degrees 58 minutes 54 seconds East a distance of 60.27 feet. North 23 degrees 48 minutes 52 seconds West a distance of 29.36 feet to a 5/8" rebar set on the southern right of way, margin of highway 71; thence South 60 degrees 04 minutes 09 seconds East along said right of way margin, a distance of 963.86 feet to a 5/8" rebar set at a point of a curve to the left, having a radius of 2865.00 feet, a chord bearing of South 62 degrees 27 minutes 37 seconds East, with a chord length of 236.98 feet; thence along the arc of said curve, a distance of 237.05 feet to a 5/8" rebar set on the East line of aforesaid 1/4-1/4 section; thence leaving said right of way margin, run South 01 degrees 17 minutes 37 seconds East along said East line, a distance of 1112.47 feet to the POINT OF BEGINNING of the parcel herein described.

According to the survey of J. Clayton Lynch, Al. Reg. No. 34331, dated July 18, 2017



Real Estate Sales Validation Form

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

Grantor's Name Estate of Dessell Carden, Probate
Case # PR2006-570, Shelby County,
Alabama

Mailing Address _____

Property Address 3745 Highway 71
Shelby, AL 35143

Grantee's Name John Judson Hand
Bridget L. Hand

Mailing Address 3745 Hwy 71
Shelby AL 35143

Date of Sale September 15, 2017
Total Purchase Price \$177,000.00


or
Actual Value _____

or
Assessor's Market Value _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

____ Bill of Sale
☒ Sales Contract
____ Closing Statement

____ Appraisal
____ Other


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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 of 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 September 14, 2017

Print Estate of Dessell Carden, Probate Case #
PR2006-570, Shelby County, Alabama

____ Unattested

(verified by)

Sign Bonnie Schneider
(Grantor/Grantee/Owner/Agent) circle one

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA


IN THE MATTER OF THE ESTATE OF

DESSEL CARDEN,

deceased.

)
) **Case No. PR-2006-000570**
)
)

ORDER APPROVING PRIVATE SALE
OF REAL PROPERTY


20170921000344920 4/20 \$249.00
Shelby Cnty Judge of Probate, AL
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This cause came before the Court on petition of the Personal Representative, BONNIE SCHRADER, for an order authorizing them to sell, at private sale, decedent's real property located at: 3745 Highway 71, Shelby, AL 35143 and legally described as follows:

See "Exhibit A"

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner herein, and all interested parties having waived notice and consented to such sale;

It is ORDERED that said petition be granted and the contract for sale 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, provided, however, that the proceeds from said sale be paid by the Purchaser and/or Closing Attorney to the Probate Court of Shelby County, Alabama, pending the posting of an increased bond.

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 an Administrator ad Litem fee of \$525.00 are hereby taxed against the estate of DESSEL CARDEN.

DONE and ORDERED this 4th day of September, 2017.



JAMES W. FUHRMEISTER
Judge of Probate

cc: Michael T. Atchison, Esq.
Sanford D. Hatton, Jr., Esq.
Regional Paramedical Services of Alabama, Claimant
Auto-Owners Insurance Co., Surety

Vanessa Fae Fletcher
Jaime O'Neill
Dewey J. Lowery, Jr.
James Timothy Higgins
Jewel Henderson
Ester Jean Etress
Bonnie Schrader
Regina Albert
Bobby Joe Connell
Travis Campbell
Janet Salser
Angie Hilyer
Steven Connell
Troy Edward Connell
Magan Connell
Beverly Morris
Harvey Connell
Carl Connell
Debra Connell
Chrystal Connell



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Shelby Cnty Judge of Probate, AL
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" EXHIBIT A "

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"EXHIBIT B"

GENERAL RESIDENTIAL SALES CONTRACT

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

Date: March 4, 2017

The undersigned Buyer(s) John Judson Hand & Bridget L. Hand hereby agrees to purchase
and the undersigned Seller(s) Estate of Dease Cardan hereby agrees 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 stated below.

Address 3745 Hwy 7 Zip Code 35143

Legal Description Lot _____ Block _____ Survey _____
PID# 33-1-12-3-000-006-000 Map Hook 00 Page 000

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ 175,000.00

Earnest Money under this Contract shall be \$ none

(A) FINANCING: (Check as applicable)

☒ (1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.

☐ (2) This Contract is contingent on Buyer obtaining approval of a ☐ Conventional ☐ FHA
☐ VA ☐ Other _____ loan in the amount of \$ _____ or
% of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate
and loan costs. If FHA or VA financing is utilized, the "FHA/VA Addendum Clause Addendum" must be
a part of this Contract. Buyer will apply for financing within _____ days (7 days if left blank), from the
Finalized Date and will provide any and all credit, employment, financial and other information required by
the mortgage lender. "Finalized Date" shall mean the date that appears under the signatures of the parties to
this Contract. If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel
this Contract by providing written notice of such election to Seller within five (5) calendar days of
knowledge of the appraised value, along with a copy of the appraisal, unless the Seller agrees to sell the
Property under this Contract for the appraised value. The Earnest Money shall be returned pursuant to the
terms of Paragraph 3 below. No term of this financing contingency can be changed without written
authorization of the Seller. This financing contingency shall expire on _____, 20____.
Thereafter, this Contract shall no longer be contingent upon Buyer obtaining financing of any type.

(B) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the
lending institution not to exceed \$ _____ (\$0.00 if left blank). If such repairs exceed this
amount and Seller refuses to pay the excess, Buyer may pay the excess, or (if not prohibited by Buyer's
lender) accept the Property with the limited repairs, or accept the above-specified amount at closing as a
reduction of the Purchase Price, or Buyer may cancel this Contract by notifying Seller in writing within
_____ hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of
repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess
cost of repairs the Contract shall be closed as scheduled.

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form. This form is published as a service to members and other professionals and an explanation of its various provisions should be obtained
from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any
form. If a user of this form makes any substantive changes to the form, this form will no longer be an approved form.

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General Sales Contract - Page 1 of 9



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

BS
BKH
JH
2. **CLOSING & POSSESSION DATE:** The sale shall be closed and the deed delivered on or before May 12 June 26, 20 17. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on @ closing, 2017 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 Realty Source, LLC.
The selling company is Realty Source, 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.
☐ 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

JH

BKH

Seller's Initials

BS

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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.~~
***Cost of new survey to be evenly split between purchaser and seller.

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: _____. 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 \$ _____. 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

BTJH

BS.

Seller's Initials

BS.

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☐ (B) SALE OF PROPERTY CONTINGENT UPON HOME INSPECTION: (This paragraph does not apply to inspections under paragraphs 13 and 14 below.) Buyer requires additional inspections of the Property at Buyer's expense. Within _____ days (7 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property.

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this Contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within _____ days (3 days if left blank) after the physical inspection of the Property.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within _____ days (5 days if left blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

(3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within _____ days (3 days if left blank) of receipt of Seller's refusal to correct such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest Money pursuant to Paragraph 3 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials

Seller's Initials

NOTE: "Ordinary wear and tear," as used herein shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

13. SEWER/SEPTIC SYSTEMS: Seller represents that the Property ☐ is ☒ is not connected to sewer, and if so, all connection fees have been paid. If not on sewer, Seller represents that the Property ☒ is ☐ is not connected to a septic system. If Property is on a septic system, Buyer ☐ does ☒ does not require a septic system cleaning and inspection at Buyer's expense. It is recommended if the Property is on a septic system that the Buyer have the septic system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes.

* Buyer's Initials

Seller's Initials

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14. TERMITE AND/OR WOOD INFESTATION:

(A) TERMITE SERVICE AGREEMENT: Buyer ☒ does ☐ does not require a termite service agreement. If such agreement is required and Seller has an existing transferable agreement, the agreement will be transferred at ☐ Buyer's ☒ Seller's expense. If a new service agreement is required, the cost shall be at ☐ Buyer's ☒ Seller's expense and the service agreement will be ordered by the party paying for the same. Brokers and sales associates make no representations as to the terms or conditions of any termite service agreement.

JTH
BS
(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~~ ^{Seller's} expense and ~~Buyer~~ ^{Seller} 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

JTH *BS*

Seller's Initials

BS

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 *BS* ☐ If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure is attached hereto as Addendum # 1.

16. BUYER'S FINAL INSPECTION: Buyer has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under Paragraph 12(B) above have been satisfied, if 12(B) was selected; (b) the systems as described under the NOTE in 12(B) above are functioning; and (c) no new defects to the Property have occurred, other than ordinary wear and tear since acceptance under Paragraph 12 above. If the Property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any unsatisfactory conditions requested by Buyer pursuant to Paragraph 12(B) above, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Paragraph 3 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. After closing, all conditions of the Property are the responsibility of the Buyer.

17. DISCLAIMER: Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic

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mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

*Buyer's Initials

JSK ARTK

Seller's Initials

B.S.

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 # _____ (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

JJH

BS

Seller's Initials

BS

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) # 2, 3, 4 which shall be signed by all parties and shall be part of this Contract.

27. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

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28. **BROKERAGE FEE/COMMISSION:** The commission payable to the Listing or Selling Broker in this transaction is determined by a prior written agreement between the Brokers and their respective clients or customers and is not set by The Birmingham Association of Realtors®, Inc., but in all cases is negotiable between the Brokers and their respective clients or customers.

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

- JTH BH 30. This is an estate settlement and contingent upon heirs being notified and court approval of sale. BS
JTH BH 31. Agent related to heirs BS
JTH BH 32. Contingent upon sale of purchasers' property located at 90 Bass Ln, Shelby, AL 35143. BS
JTH BH 33. Purchasers request seller to provide copies of any past records that seller has concerning termite and wood infestation servicing. BS
JTH BH 34. Purchasers request seller to provide copies of any past records that seller has concerning septic tank system and field line servicing. BS
JTH BH 35. Seller not sure of exact age of home but knows it dates back to at least around 1960's or older. BS
JTH BH 36. Property to be sold in as is condition with seller doing no repairs or updates. BS
JTH BH 37. Contingent on survey results meeting purchasers' expectations and showing 23 acres and 800 waterfront feet as advertised on MLS and County Tax site. BS

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

John Freedom Hand 3-4-17
Buyer (Date)

Witness to Buyer's Signature

Michael L. Hand 3-4-17
Buyer (Date)

Witness to Seller's Signature

Bonnie Debrader 3-10-17
Seller (Date)

Witness to Seller's Signature

Personal Representative
of Estate of Russell Carden
Seller (Date)

Finalized Date: 3-12, 2017
(Date on which last party signed or initialed acceptance of final offer)

EARNEST MONEY: Receipt of the earnest money in the amount identified in Paragraph 1 is hereby acknowledged.
☐ CASH ☐ CHECK

LISTING COMPANY: _____ By: _____ DATE: _____, 20____

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/ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):
- (I) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (II) BS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (I) or (II) below):
- (I) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (II) BS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

* Purchaser's Acknowledgment (Initial)

- (c) [Signature] Purchaser has received copies of all information listed above.
- (d) [Signature] Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (I) or (II) below):
- (I) [Signature] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (II) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

- (f) [Signature] Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>[Signature]</u>	Date		Seller	<u>Bonnie Schuster Adm for David Carter</u>	Date	<u>12-5-14</u>
* Purchaser	<u>[Signature]</u>	Date	<u>3-4-17</u>	* Purchaser	<u>[Signature]</u>	Date	<u>3-4-17</u>
Agent	<u>[Signature]</u>	Date	<u>12-5-14</u>	Agent		Date	



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#2.

Limited Consensual Dual Agency Agreement

This Limited Dual Agency Agreement is between _____ (hereinafter known as Sellers) and John L. Hand (hereinafter known as Buyers) of real property known as 3745 Hwy 71, Shelby, AL 35143

Seller and Buyer hereby acknowledge and agree that Realty Source, LLC, and its Agent(s) (herein collectively called "Broker") are representing both Seller and Buyer, and that Broker has been and is now the Agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to, this Limited Consensual Dual Agency Representation.

Seller and Buyer understand that limited consensual dual agency can create conflicts of interest; therefore, Broker will not represent the interest of one party to the exclusion or detriment of the interest of the other party. Seller and Buyer, and each of them individually, hereby waive any claims now or hereafter arising due to such conflicts of interest.

The parties understand that because Broker represents both parties, Broker will endeavor to be impartial between Seller and Buyer. Except as expressly provided below, Broker in its capacity as a limited consensual dual agent, will disclose to both Seller and Buyer all facts and information which Broker believes material or might affect Seller's or Buyer's decisions with respect to this transaction, whether or not the facts or information would be confidential if the limited consensual dual agency did not exist. Furthermore, the parties understand that the Broker must avoid showing favoritism to either party and must refrain from revealing confidential information that could prove to be detrimental to either party.

Both parties agree that Broker has not and will not, without express written permission, disclose the following information: 1) the Seller's or the Buyer's personal motivation for selling or buying; 2) the amount of any prior offers or counter offers by the Seller or the Buyer; 3) that the Seller is willing to accept less than the asking price or that the Buyer is willing to pay more than the amount offered.

Both parties understand and agree that Broker shall have the right to collect a commission or fee from the Seller or from the Buyer or both, and acknowledge that it has been disclosed that in connection with this transaction, Broker will collect a fee of \$ _____ or 5 % of the sales price from the Seller and/or a fee of \$ 0 or 0 % of the sales price from the Buyer.

Both parties are advised to seek competent legal and tax advice in connection with this transaction.

Seller and Buyer recognize that this document does not replace those documents signed earlier, i.e., the "Exclusive Right to Sell Property Listing Agency Agreement" signed by the Seller on 12-7, 2014 and the "Exclusive Buyer Agency Agreement" signed by the Buyer on _____, 20____. However, in any areas where this document contradicts or conflicts with those documents, this Limited Consensual Dual Agency Agreement shall supersede and take precedence over prior agreement.

I/We have read, understand, and agree to the terms of this Limited Consensual Dual Agency Agreement.

Witness

* John L. Hand 3-11-17
Buyer Date

Witness

* Bridget L. Hand 3-4-17
Buyer Date

Witness

Bonnie Schrader 3-10-17
Seller Date

Witness

Personal Representative of Estate of David Cardon
Seller Date



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#3

BREAK CLAUSE ADDENDUM

March 4, 2017

This addendum is attached to and made a part of the contract of sale dated March 4, 2017 between the parties hereto for the purchase of property located at 3745 Hwy 71, Shelby, AL 35143

Seller shall have the right to continue to market this house for sale and if seller obtains another offer acceptable to seller, seller shall notify purchaser or selling agent of the receipt of another acceptable offer. Within 3 business days from the receipt of written notice from seller of the receipt of another offer purchaser must remove all contingencies in the contract, including financing (where sales of homes is required to obtain approval for financing) and/or the sale of other property. Upon removal of all contingencies, purchaser shall pay to seller an additional \$ 0 as a NON-REFUNDABLE DEPOSIT.

In the event purchaser shall fail to close the sale for any reason attributable to the purchaser, purchaser shall forfeit to seller the earnest money and the non-refundable deposit. In the event purchaser purchases the property from seller the earnest money and non-refundable deposit shall be credited toward the purchase price.

ALL OTHER TERMS AND CONDITIONS OF SAID AGREEMENT OF SALE SHALL REMAIN THE SAME.

THE HEREIN AGREEMENT UPON ITS EXECUTION BY BOTH PARTIES IS HEREIN MADE AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT OF SALE.

Witness

Witness

Bonnie Schaefer 3-10-17
Seller Date
Personal Representative of
Estate of David Carter
Seller Date
* [Signature] 3-10-17
Purchaser Date
* Budget/Hand 3-4-17
Purchaser Date



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#4

ADDENDUM TO SALES CONTRACT

Date: March 10, 2017

This Addendum is a part of the Agreement on the Property located at
3745 Hwy. 71, Shelby, Al. 35143

and dated March 4, 2017 between the undersigned Purchaser(s) and the undersigned Seller(s).

*Survey to be performed upon buyer closing on sale of buyer's property located at 90 Bass Ln, Shelby, Al. 35143 to verify buyer's survey contingency requirement.

*Survey to be done by Southern Cross Surveying, LLC.

*Survey to be paid for at the time of service with seller and purchaser each paying one half cost of total cost of survey.

*Scheduling of court date for approval of sale and notification of heirs will be performed after buyer has closed on buyer's property located at 90 Bass Ln, Shelby, Al. 35143 and buyer's survey contingency has been satisfied.

John Jackson Hand
Purchaser

Witness

Michael L. Hand
Purchaser

Witness

Bonnie Schuder
Seller *Personal Representative
of Russel Carden Estate*

Witness

Seller

Witness

Date



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#5.

ADDENDUM TO SALES CONTRACT

Date July 18, 2017

This Addendum is a part of the Agreement on the Property located at

3745 Hwy 71, Shelby, AL 35143

and dated March 4, 2017 between the undersigned Purchaser(s) and the undersigned Seller(s).

*Purchasers closed on their property located at 90 Bass Ln, Shelby, AL 35143 on May 26, 2017 thus removing the sale of another property break clause contingency.

*After new survey was conducted week of June 9, 2017 it was determined that the property is 21.28 acres with 268.21 waterfront feet. As a result, purchasers and sellers have agreed to lower sales price to \$177,000.00 and each to pay half of surveyor's additional fee to correctly set, flag corner, to correctly update legal description and survey map, providing new copies, and thereby satisfying purchasers survey contingency.

John J. Hand
Purchaser
Madjet L. Hand
Purchaser

Witness

Witness

Donnie Schraden
Seller Personal Representative
of David Gordon Estate
Seller

Witness

Witness

Date

7-18-2017



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