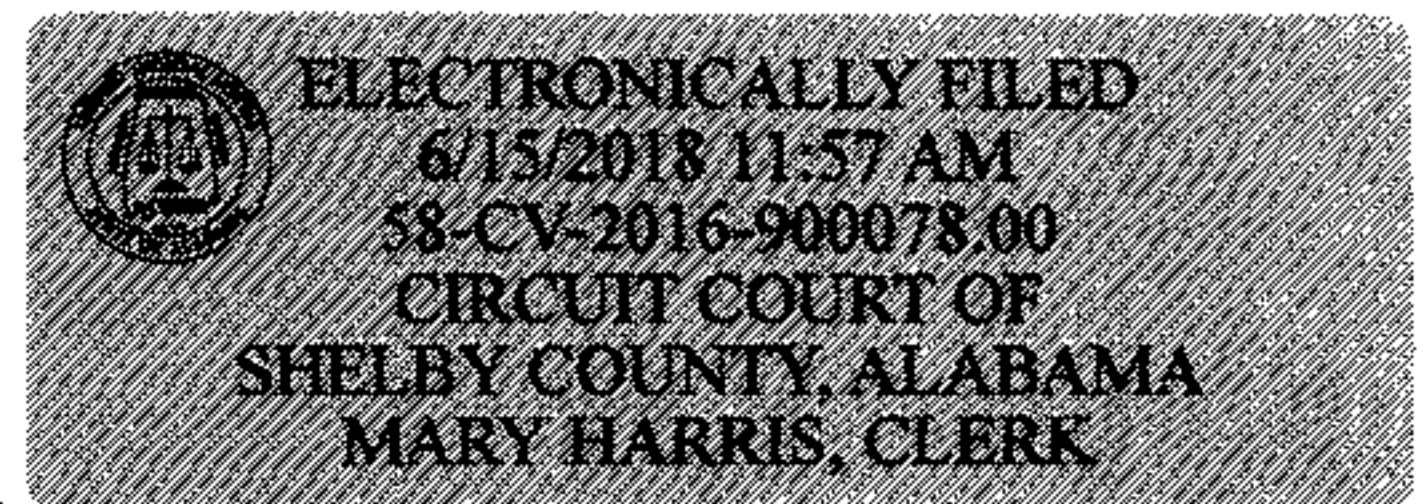




IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REDA ARNETT DAVIS,

Plaintiff,

v

**JACKIE ELAINE SCOTT,
FORUM GREEN, INC., and
ALABAMA MEDICAID AGENCY,**

Defendants.

Case No.: CV-2016-900078

(See attached documents)

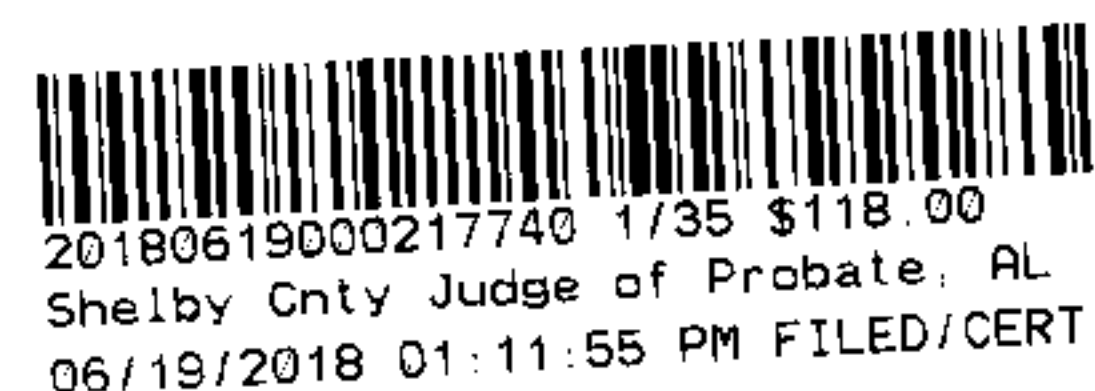
AMENDED ORDER CONFIRMING THE SALE NUNC PRO TUNC
(TRACT 1 ONLY/CITY OF CHELSEA)

Upon consideration of the pleadings filed in this cause, the Affidavit of William E. Swatek, Esquire, the Auctioneer's Report of Sale filed on November 22, 2017, the Amended Motion of the Plaintiff as to Tract 1 (Chelsea), and no objections having been filed thereto, the Court finds that the Order Confirming the Sale is due to be amended under Rule 60(a) of the *Alabama Rules of Procedure Nunc Pro Tunc*.

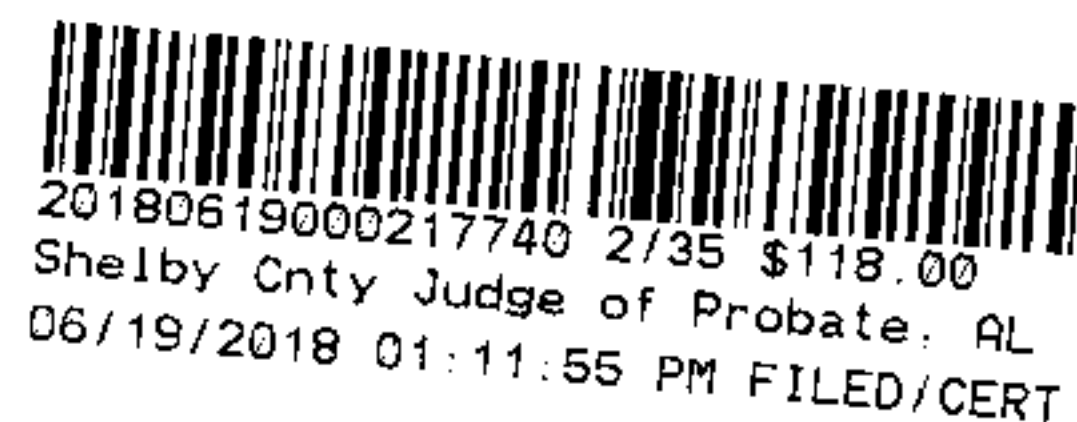
It is therefore **ORDERED** as follows:

1. That the aggregate purchase price of the real property is not greatly less than its real value.*
2. That the sale was held in conformity with the Court's Judgment Order of August 22, 2017.
3. There have been no objections filed opposing the Auctioneer's Report of Sale.
4. Plaintiff's attorneys' fees in the amount of \$8,000.00 is determined to be reasonable and consistent with attorney's fees for similar services rendered in Shelby and surrounding counties in Alabama.

*The Blackerby sale has been closed without title insurance (Tract 2) and is not part of this Order.



5. That the legal description to said real property is set out as Tract 1 (Exhibit A).
6. Said matter and Order only pertains to Tract 1 (City of Chelsea Sale).
7. That the Auctioneer's Report of Sale, dated November 22, 2017, be and is hereby approved, ratified and confirmed as to its contents and distribution. That the Commissioner Deed shall convey to the purchaser (City of Chelsea) all rights to and interest of both the Plaintiff and the Defendants (Jacki Elaine Scott, Forum Green, Inc. and Alabama Medicaid Agency). All pending claims of any nature shall be transferred to the net proceeds of this sale and said property shall be conveyed free and clear of all claims of any nature against the real property.
8. That the Auctioneer shall execute a Commissioner's Deed to Purchasers as to Tract 1.
9. That the closing of this transaction shall be coordinated through the office of the Honorable Jere C. Trent and/or M. Wayne Wheeler. That upon the payment of the purchase price by the City of Chelsea, the closing attorney shall disburse the sale proceeds as follows:
 - A. Fowler Auction & Real Estate.
 1. \$6,500.00 to FOWLER AUCTION & REAL ESTATE, which is a ten percent (10%) Buyer's Premium of the sale of Tract 1 of the real property.
 2. \$1,500.00 to FOWLER AUCTION & REAL ESTATE, which is a ten percent (10%) Buyer's Premium of the sale of Tract 1 of the real property.
 3. \$2,500.00 to FOWLER AUCTION & REAL ESTATE, which represents the marketing expenses of the sale of the real property. The total payment to the auction company shall be \$10,500.00.
 - B. Ad valorem taxes to be paid and prorated as of the date of closing.

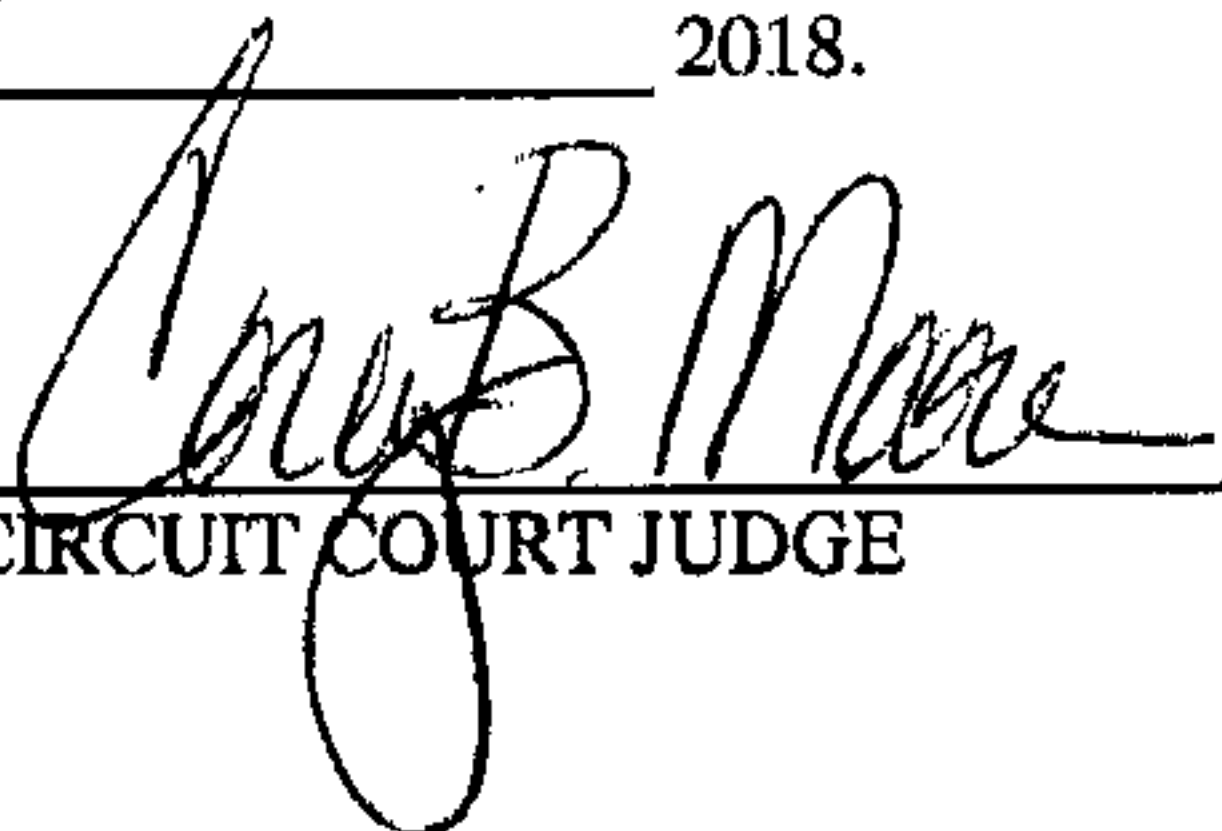


- C. Attorneys' fee of \$8,000.00 shall be paid to the Plaintiff's attorneys of record for services rendered in this cause of action.
- D. Standard closing costs to be split between the parties by the closing attorney.
10. That the real property cannot be partitioned or equitable divided in kind between the parties.
11. Jackie Elaine Scott is the owner of an undivided one-half interest; and the Estate of Lenora Carol Davis Angrisano, deceased, as the owner of the other undivided one-half interest.
12. Said interests of all the parties shall remain subject to a claim determination to be approved by the Probate Court of Limestone County, Alabama.
13. That the closing attorney (M. Wayne Wheeler) after payment of standard closing costs (one-half to Seller and one-half to Purchaser) shall make the following trust distributions.
- A. The sum of \$8,000.00 to J. Cooper Trent.
- B. The sum of \$10,500.00 to Fowler Auction and Real Estate.
- C. The net proceeds to be paid to Attorney Jere C. Trent to be placed in his trust account to hold said funds pending final order of the Probate Court of Limestone County (Estate of Lenora Carol Davis Angrisano Personal Representative Reda C. Davis).
14. It is further **ORDERED** that upon the closing of all of the sale transactions involved in this proceeding, the Personal Representative's attorney shall report the closing of the transaction to the Court.


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15. It is further **ORDERED** that after closing in the above transaction, the Personal Representative shall proceed toward making a final settlement of this estate as soon as is reasonably possible.
16. Upon closing and disbursement, this Order is hereby made final. There being no reason for delay and upon an express finding the matter concluded as a Rule 54(b) Order.
17. Costs taxed as paid.

Done this the 15th day of JUNE 2018.


CIRCUIT COURT JUDGE


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58-CV-2016-900078.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REDA ARNETT DAVIS,

Plaintiff,

v

**JACKIE ELAINE SCOTT,
FORUM GREEN, INC., and
ALABAMA MEDICAID AGENCY,**

Defendants.

Case No.: CV-2016-900078

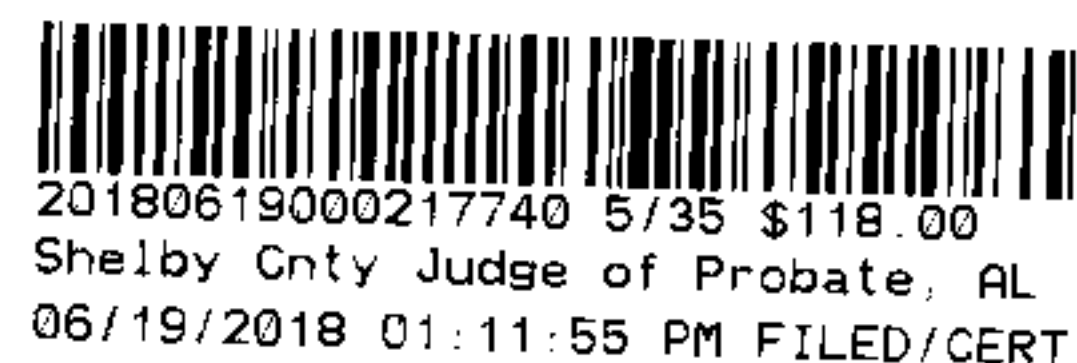
(NUNC PRO TUNC)

MOTION TO AMEND ORDER
(CITY OF CHELSEA MATTER ONLY)*

COMES NOW, the Plaintiff and move this Honorable Court to amend its prior Order *NUNC PRO TUNC* pursuant to Rule 60(a) and as grounds states the following:

1. That on or about November 2, 2017 an Auctioneer's Report of Sale was filed in this court (Doc. 66) as to the City of Chelsea sale only.
2. That on or about January 25, 2018 this Court issued an Order Confirming the Sale (Doc. 73).
3. That the title company (Alabama Title) will not insure the sold property with the current language of the January 25 Order.
4. That said January 25 Order need to be amended prior to closing on the sold property in order to secure title insurance from Alabama Title.
5. That Alabama Title requires the Order to show the following
 - a. The fractional interest of the parties;
 - b. That the property cannot be partitioned or divided in kind;
 - c. The legal description of the property;

* The Blackerby sale has already closed without title insurance.



- d. That the commissioner's deed conveys all of the interest of all of the parties (Reda Arnett Davis, Jackie Elaine Scott, Forum Green, Inc. and Alabama Medicaid Agency) to the purchaser (City of Chelsea);
 - e. That all claims against said real property be released and be transferred to the net proceeds of the City of Chelsea sale;
 - f. That the final resolution of the pending estate claims and net proceeds shall be handled by the Probate Court of Limestone County where the estate is pending.
6. Exhibits A and B are incorporated into this Amended Motion by reference thereto.
7. That Rule 60(a) of the Alabama Rules of Civil Procedure permit this Court to correct Clerical mistakes in judgments, orders, or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal or thereafter, such mistakes may be so corrected by the trial court. Whenever necessary a transcript of the record as corrected may be certified to the appellate court in response to a writ of certiorari or like writ.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff moves for relief as above stated and for such other and further relief for which the Plaintiff is entitled.

/s/M. Wayne Wheeler
M. Wayne Wheeler (WHE004)
Attorney for the Plaintiff

OF COUNSEL:
2230 Third Avenue North
Birmingham, AL 35203
(205) 322-0627
abogado@aol.com


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Shelby Cnty Judge of Probate, AL
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CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing upon the following counsel of record, either by Alafile, hand delivery, or by placing a copy of same in the U.S. Mail, postage paid, upon the following:

Jere C. Trent
Post Office Box 857
Athens, Alabama 35612

William G. Mathews
117 S. Marion Street
Athens, Alabama 35611

J. Cooper Trent, II
167 South Georgia Avenue
Mobile, Alabama 36604

Matthew J. Ward
501 Dexter Avenue
Montgomery, Alabama 36103

Glenn Howard
400 Boardman Drive
Chelsea, Alabama 35043

Fowler Auction
8719 Highway 53
Toney, Alabama 35773

City of Chelsea Alabama
11611 Chelsea Road
Chelsea, Alabama 35043

Alabama Title
2233 2nd Avenue North
Birmingham, Alabama 35203

Jackie Elaine Scott
86 Road 9047
Henegar, Alabama 35978

This the 5TH day of June 2018.

/s/M. Wayne Wheeler
Of Counsel


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Shelby Cnty Judge of Probate, AL
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IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REDA ARNETT DAVIS,

Plaintiff,

v

JACKIE ELAINE SCOTT,
FORUM GREEN, INC., and
ALABAMA MEDICAID AGENCY,

Defendants.

Case No.: CV-2016-900078



STATE OF ALABAMA)

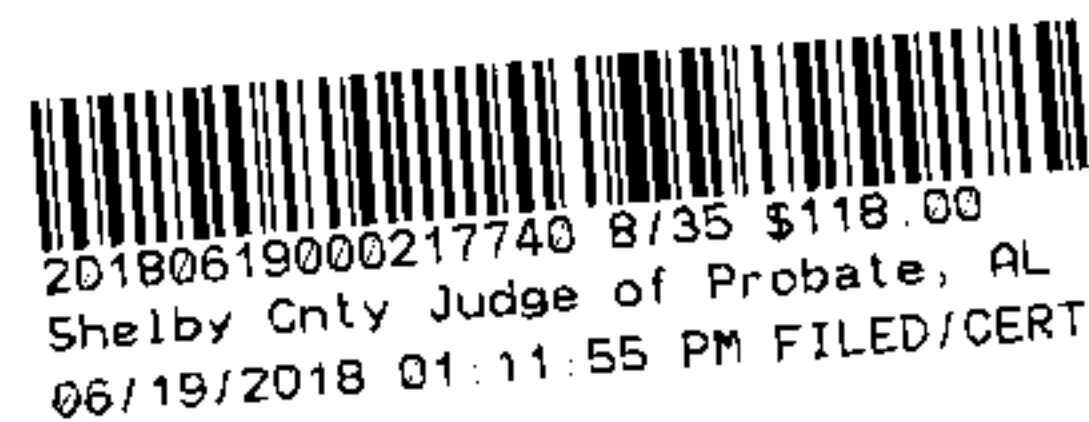
:

JEFFERSON COUNTY)

AFFIDAVIT
(TRACT 1 ONLY)

Attorney M. Wayne Wheeler makes this Affidavit as Exhibit B to the Amended Order with reference to the following legal description and pending matter:

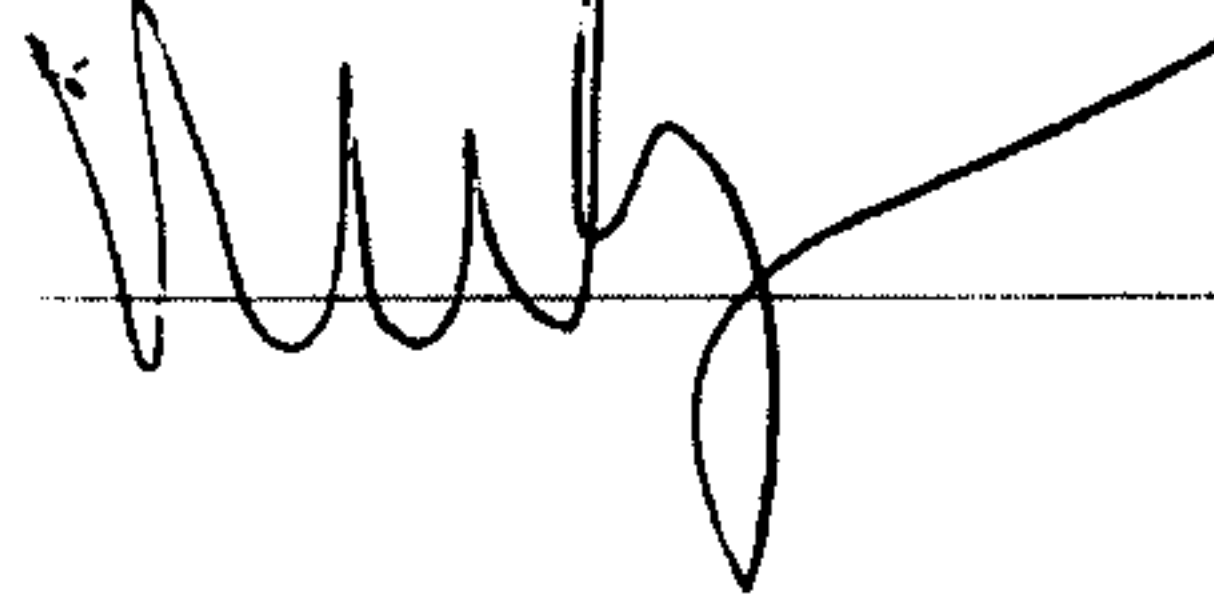
- a. Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19, Range 1 West; thence run East along the South line of said quarter-quarter section a distance of 150.23 feet to a point of beginning; thence turn an angle of 90 deg. 11 min. 56 sec. to the left and run a distance of 307.64 feet; thence turn angle of 90 deg. 04 min. 46 sec. to the right and run a distance of 723.23 feet to the West R.O.W. line of paved County Hwy. No. 47; thence turn an angle of 72 deg. 13 min. 03 sec to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve (whose Delta Angle is 5 deg. 16 min. 45 sec. to the left, Radius is 3,584.26 feet. Tangent distance is 165.24 feet. Length of Arc is 330.24 feet. Cord distance is 330.13 deg.) to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle right 113 deg. 10 min. 53 sec. to the right from Tangent of said curve and run West along the South line of said quarter-quarter section a distance of 836.00 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and containing approximately 5.519 acres more or less.
- b. *Reda Arnett Davis v. Jackie Elaine Scott, Forum Green, Inc. and Alabama Medicaid Agency, Circuit Court of Shelby County, Alabama, CV-2016-900078.*



This case started in Limestone County Probate Court and is related directly to real estate in Shelby County, Alabama. A sale for division in this case was duly filed and the property sold to the City of Chelsea (Tract 1). This Motion and Order is filed to secure valid title insurance for the City of Chelsea, close the sale and to disburse the net proceeds to Jere C. Trent (attorney) for the estate in Limestone County for further proceeding.

Dated this the 5th day of June, 2018.

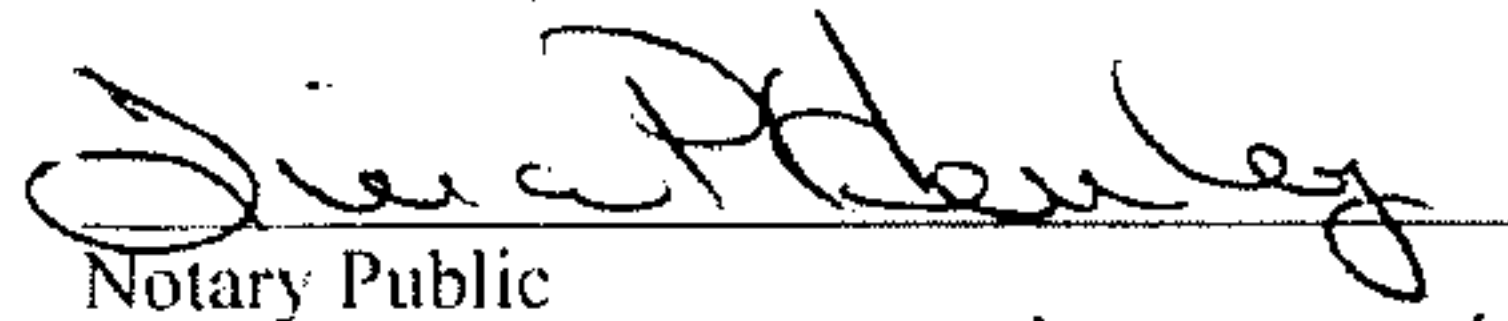
Affiant:



STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State personally appeared M. Wayne Wheeler, who, being by me first duly sworn makes oath that he has read the foregoing Affidavit and knows the contents thereof, and that he avers that the facts therein are true and correct to the best of his knowledge.

Sworn to and subscribed before me this the 5th day of June, 2018.



Notary Public

My Commission Expires: 6-26-21

{SEAL}



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**TRACT 1:**

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West; thence run East along the South line of said quarter-quarter section a distance of 150.23 feet to point of beginning; thence turn an angle of 90 deg. 11 min. 56 sec. to the left and run a distance of 307.64 feet; thence turn angle of 90 deg. 04 min. 46 sec. to the right and run a distance of 721.23 feet to the West R.O.W. line of paved County Hwy. No. 47; thence turn an angle of 72 deg. 13 min. 03 sec. to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve, (whose Delta Angle is 5 deg. 16 min. 45 sec to the left, Radius is 3,584.26 feet, Tangent distance is 165.24 feet, Length of Arc is 330.24 feet, Cord distance is 330.13 deg.) to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle right 113 deg. 10 min. 53 sec. to the right from Tangent of said curve and run West along the South line of said quarter-quarter section a distance of 836.00 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and containing approximately 5.519 acres more or less.

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DOCUMENT 72

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REDA CHERYL ARNETT DAVIS,
Personal Representative of the
Estate of Lenora Carol Davis Angrisano
Deceased

Plaintiff,

v

JACKIE ELAINE SCOTT,
FORUM GREEN, INC., and
ALABAMA MEDICAID AGENCY,

Defendants,

Case No.:
CV-2016-900078

ORDER

This matter was set for trial on the 25th day of July, 2016 at 1:30 p.m. on the Plaintiff's Complaint for Sale for Division and other relief as well as the Defendant Alabama Medicaid Agency's Motion for Summary Judgment.

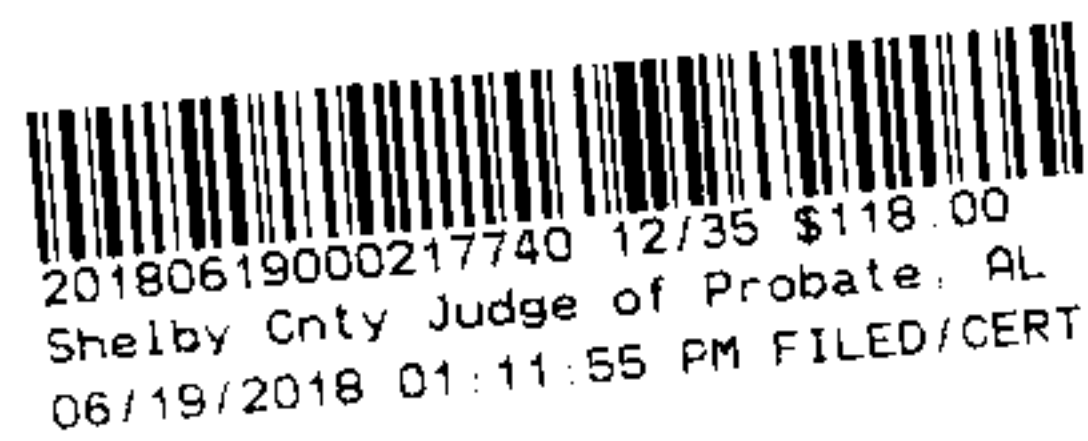
The parties present at the trial included the Plaintiff, Reda Cheryl Arnett Davis as Personal Representative of the Estate of Lenora Carol Davis Angrisano, deceased; J. Cooper Trent, II, attorney of record for the Plaintiff; Defendant Alabama Medicaid Agency represented by its attorney of record Matthew J. Ward. Defendant, Forum Green, Inc., and its attorney of record, William G. Matthews were not present at the trial and did not file an Answer. Defendant, Jackie Elaine Scott, was not present and did not file a Notice of Appearance or Answer.

The Court, having heard the testimony of the Plaintiff and the pleading and proof, establish the following factual issues and would show as follows:

1. By Order of the Probate Court of Limestone County, Alabama, the Plaintiff was duly appointed as Personal Representative of the Estate of Lenora Carol Davis Angrisano, deceased. The administration of which is currently pending in said Court. (Exhibit A).
2. That the Plaintiff and the Defendant, Jackie Elaine Scott, each own an undivided one-half ($\frac{1}{2}$) interest in property as tenants in common located in Shelby County being more particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West; thence run East along the South line of said quarter-quarter section a distance of 150.23 feet to point of beginning; thence turn an angle of 90 deg. 11 min. 56 sec. to the left and run a distance of 307.64 feet; thence turn angle of 90 deg. 04 min. 46 sec. to the right and run a distance of 721.23 feet to the West R.O.W. line of paved County Hwy. No. 47; thence turn an angle of 72 deg. 13 min. 03 sec. to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve, (whose Delta Angle is 5 deg. 16 min. 45 sec to the left, Radius is 3,584.26 feet,, Tangent distance is 165.24 feet, Length of Arc is 330.24 feet, Cord distance is 330.13 deg.) to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle right 113 deg. 10 min. 53 sec. to the right from Tangent of said curve and run West along the South line of said quarter-quarter section a distance of 836.00 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range I West, Shelby County, Alabama.

ALSO, commence at the SE corner of the sw $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 south, Range I West; thence run west along the South line of said quarter-quarter section a distance of 25.00 feet to the West margin of a county gravel road to the point of beginning; thence continue West along the South line of said quarter-quarter section a distance of 223.39 feet to the East R.O.W. Line of a paved county Highway No. 47; thence turn an angle of 68 deg. 20 min. 31 sec. to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve (whose Delta angle is 9 deg. 33 min. 58 sec. to the right, Radius is 3,504.26 feet Tangent Distance is 293.21 feet, Length of Arc is 585.06 feet, Cord Distance is 584.39 feet) to the South margin of a county gravel road; thence turn an angle of 152 deg. 11



min. 02 sec. to the right, from Tangent of said R.O.W. curve, and run along the South margin of said gravel road a distance of 101.95 feet; thence turn an angle of 12 deg. 27 min. 30 sec. to the left and run along the South margin of said gravel road a distance of 100.00 feet; thence turn angle of 3 deg. 25 min. 45 sec. to the left and run along the South margin of said county road a distance of 100.28 feet; thence turn an angle of 1 deg. 08 min. 26 sec. to the right and run along the South margin of said county road a distance of 100.25 feet; thence turn an angle of 15 deg. 49 min. 03 sec. to the right and run along the South margin of said county road a distance of 152.05 feet; thence turn an angle of 18 deg. 55 min. 01 sec. to the right and run along the South margin of said County Road a distance of 50.27 feet to the East line of the SW Vn of the NE $\frac{1}{4}$ of said Section 34; thence turn an angle of 21 deg. 25 min. 34 sec. to the right and run South along the East line of said quarter-quarter section a distance of 90.00 feet; thence turn an angle of 26 deg. 15 min. 33 sec. to the right and run a distance of 56.48 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range I West, Shelby County, Alabama, and being that portion of said quarter-quarter section lying East of paved County Hwy. 47 and South and West of a county gravel road. Also identified as tract 4-A.

2. That the source of the Plaintiff's title to the property was acquired by a Warranty Deed from the Estate of Edith Mae Davis to Lenora Carol Davis Angrisano (Decedent) and the Defendant Jackie Scott by instrument number 20050930000512100 as recorded in the Office of Probate of Shelby County, Alabama. (Exhibit B).
3. That the Plaintiff's one-half interest is owned by her in her capacity as personal representative of the Estate of Lenora Carol Davis Angrisano.

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Shelby Cnty Judge of Probate, AL
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4. That there are claims against the Decedent's Estate including those of the Defendants Forum Green, Inc; and Alabama Medicaid Agency. That Defendant Forum Green, Inc. filed a claim in the original amount of \$25,594.29. Defendant Medicaid filed a claim in the original amount of \$90,656.38.
5. Based on the testimony of the parties and the Defendant Medicaid's Motion for Summary Judgment, Medicaid filed its claim in Shelby County on May 3rd, 2012 whereas Forum Green filed its claim on January 22nd, 2014.
6. That based on the testimony of the Plaintiff, the tract of land owned by the Plaintiff and Defendant Jackie Scott cannot be fairly or equitably divided; or partitioned between the parties without a sale for division.
7. That the Plaintiff testified that the land consisted of two separate tracts of land of unequal acreage and road frontage, different topography, and physical features which would prevent a fair and/or equitable partitioning of said tracts between the Plaintiff and the Defendant, Jackie Scott.
8. That the Plaintiff testified that the market value of the property according to the Shelby County Tax Assessor in approximately \$137,600.00.

9. That the Plaintiff testified that a survey is required in order to determine the exact legal description of the property.
10. That as part of her duties as Personal Representative, the Plaintiff has incurred and filed a claim in the pending estate for expenses and fees in the amount of \$4,815.79 (Exhibit C) plus \$145.00 for travel for the hearing on July 25th, 2016 for a total claim for reimbursement of \$4,960.79. (Final fee TBD).
11. In addition, the Plaintiff has incurred attorneys' fees which have been for the common benefit of all of the parties. (Exhibit D; detailed listing of J. Cooper Trent, II fees as of 8/11/2016; * Jere C. Trent fees not included)
12. That the Defendant, Forum Green, Inc., current lien is \$14,484.12. The Court notes that the Defendant, Forum Green, has not filed an answer or response in this matter nor appeared at trial.
13. That the Defendant, Jackie Elaine Scott, has not filed a notice of appearance or an answer, and an Application for Default Judgment was filed by the Plaintiff against the Defendant Jackie Elaine Scott.

Upon consideration of the above matter, the Court finds that partial relief is due to be granted to the Plaintiff. It is therefore **ORDERED, RATIFIED, AND DECREED** as follows:

1. That the above described real estate shall be sold for division between the joint owners in that the property cannot be equitably divided or partitioned
2. Subject to final order of the approval of the Court, the sale of the real estate shall be held by either public, private sale, or real estate agency sale. The time, place, and terms of the sale shall be determined by order of the Court.
3. The Plaintiff shall be duly authorized to sell said real property, secure the highest and best price, and to execute all documents of any nature to facilitate the sale of the real estate.
4. That a survey shall be authorized to ascertain and determine the exact legal description of the property with expense thereof to be imposed as a charge against the sale proceeds.
5. At final settlement, the Plaintiff, Reda Cheryl Arnett Davis, shall be awarded the sum to be determined for her cost and expenses as Personal

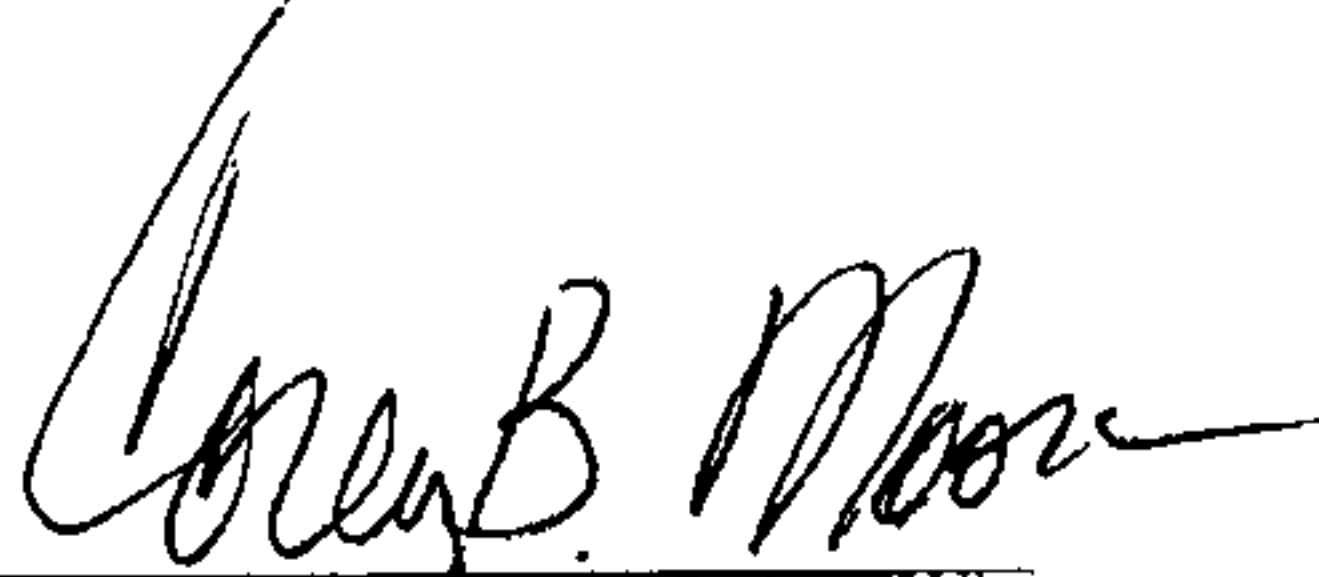
Representative as an Administrative payment. Said cost and expenses shall be imposed as a charge against the sale proceeds.

6. That after the payment of the above items, the Defendant, Jackie Scott shall be awarded and distributed one-half ($\frac{1}{2}$) of the proceeds of the above described real estate representing her one-half ($\frac{1}{2}$) interest in the real estate.
7. After all expenses and fees incurred and imposed are charge against the sale proceeds, the Defendant, Alabama Medicaid, as the priority lien holder in time entitled to recovery for its lien for \$90,656.38; and Defendant, Forum Green, Inc. shall be awarded the remaining amount of sale proceeds, if any, to recover its current lien for \$14,484.12.
8. That the Plaintiff, Reda Cheryl Arnett Davis, shall be awarded the remaining amount of sale proceeds of her one-half ($\frac{1}{2}$) interest, if any.
9. That the Plaintiff's attorneys are entitled to be awarded attorneys' fees in the amount of \$ TBD for their services rendered in the common benefit of all parties. Said attorneys' fees shall be imposed as a charge against the sale proceeds.


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Shelby Cnty Judge of Probate: AL
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This matter is reset on the 14th day of December at 9:00 a.m., 2016 for an update and report from the Plaintiff.

DONE and ORDERED this the 22nd day of August, 2016:



Circuit Judge


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Shelby Cnty Judge of Probate, AL
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TRACT 1:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West; thence run East along the South line of said quarter-quarter section a distance of 150.23 feet to point of beginning; thence turn an angle of 90 deg. 11 min. 56 sec. to the left and run a distance of 307.64 feet; thence turn angle of 90 deg. 04 min. 46 sec. to the right and run a distance of 721.23 feet to the West R.O.W. line of paved County Hwy. No. 47; thence turn an angle of 72 deg. 13 min. 03 sec. to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve, (whose Delta Angle is 5 deg. 16 min. 45 sec to the left, Radius is 3,584.26 feet, Tangent distance is 165.24 feet, Length of Arc is 330.24 feet, Cord distance is 330.13 deg.) to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle right 113 deg. 10 min. 53 sec. to the right from Tangent of said curve and run West along the South line of said quarter-quarter section a distance of 836.00 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and containing approximately 5.519 acres more or less.

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58-CV-2016-900078.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

DAVIS REDA ARNETT,
Plaintiff,

V.

SCOTT JACKIE ELAINE,
FORUM GREEN, INC.,
ALABAMA MEDICAID AGENCY,
Defendants.

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) Case No.: CV-2016-900078.00
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Order Confirming the Sale

Upon consideration of the pleadings filed in this cause, the Affidavit of William E. Swatek, Esquire and the Auctioneer's Report of Sale filed on November 22, 2017, and no objections having been filed thereto, the Court finds as follows:

1. That the aggregate purchase price of the real property is not greatly less than its real value;
2. That the sale was held in conformity with the Court's Judgment Order of August 22, 2017;
3. There have been no objections filed opposing the Auctioneer's Report of Sale.
4. Plaintiff's attorneys' fees in the amount of \$8,000.00 is determined to be reasonable and consistent with attorney's fees for similar services rendered in Shelby and surrounding counties in Alabama.

It is therefore **ORDERED, ADJUDGED AND DECREED** by the Court as follows:

5. That the Auctioneer's Report of Sale, dated November 22, 2017, be and is hereby approved, ratified and confirmed.
6. That the Auctioneer execute a Commissioner's Deed to the purchasers at the sale.
7. That the closing of this transaction be coordinated through the office of the Honorable Jere C. Trent and that upon the payment of the total purchase price by the purchasers, to disburse the sale proceeds as follows:
 8. \$6,500.00 to FOWLER AUCTION & REAL ESTATE, which is a ten (10%) percent Buyer's Premium of the sale of Tract 1 of the real property;
 9. \$1,500.00 to FOWLER AUCTION & REAL ESTATE, which is a ten (10%) percent Buyer's Premium of the sale of Tract 2 of the real property;
 10. \$2,500.00 to FOWLER AUCTION & REAL ESTATE, which represents the marketing expenses of the sale of the real property;



11. Ad valorem taxes to be prorated as of closing;
12. Attorneys' fee of \$8,000.00 shall be paid to the Plaintiff's attorneys of record for services rendered in this cause of action;
13. One half of the remaining net sale proceeds shall be awarded to the Defendant, Jackie Elaine Scott.
14. One half of the net sale proceeds shall be made payable to the Estate of Lenora Carol Davis Angrisano, deceased, in care of Honorable Jere C. Trent, attorney for the estate,

It is further ORDERED that upon the closing of all of the transactions involved in this proceeding, the Personal Representative's attorney shall report the closing of the transaction to the Court. It is further

ORDERED that after closing the above transaction, the Personal Representative shall proceed toward making a final settlement of this estate as soon as is reasonably possible.

APPROVED:

/s/ Jere C. Trent
JERE C. TRENT, Co- Attorney for
Plaintiff

/s/ Jere C. Trent, II
JERE C. TRENT, II, Co- Attorney for
Plaintiff

/s/ Matthew J. Ward
MATTHEW J. WARD, Attorney for
Alabama Medicaid Agency

DONE this 25th day of January, 2018.

/s/ COREY B MOORE
CIRCUIT JUDGE


20180619000217740 21/35 \$118.00
Shelby Cnty Judge of Probate, AL
06/19/2018 01:11:55 PM FILED/CERT



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58-CV-2016-900078.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

REDA CHERYL ARNETT DAVIS,
Personal Representative of the
Estate of Lenora Carol Davis Angrisano,
Deceased

Plaintiff,

Vs.

JACKIE ELAINE SCOTT,
FORUM GREE, INC., and
ALABAMA MEDICAID AGENCY,

Defendants.

Case No. CV-2016-900078

AUCTIONEER'S REPORT OF SALE

Before me, the undersigned authority, personally appeared Mickey Fowler of Fowler Auction & Real Estate pursuant to the Order to Sell for Division entered by the Court on August 22, 2016 and states that the undersigned sold the hereinafter described real on November 16, 2017, during the legal hours of sale.

A public auction was held on November 16, 2017, after being advertised in the *Shelby County Reporter*, as required by law. The advertisements appeared on November 1, 2017; November 8, 2017; and November 15, 2017 in the *Shelby County Reporter*, as shown on Exhibit "D" attached hereto.

DESCRIPTION OF REAL PROPERTY:

Approximately 7.874 acres lying and being in Shelby County more particularly described as follows:

TRACT 1:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West; thence run East along the South line of said quarter-quarter section a distance of 150.23 feet to point of beginning; thence turn an angle of 90 deg. 11 min. 56 sec. to the left and run a distance of 307.64 feet; thence turn angle of 90 deg. 04 min. 46 sec. to the right and run a distance of 721.23 feet to the West R.O.W. line of paved County Hwy. No. 47; thence turn an angle of 72 deg. 13 min. 03 sec. to the right, to the

Tangent of a R.O.W. curve, and run along said R.O.W. curve, (whose Delta Angle is 5 deg. 16 min. 45 sec to the left, Radius is 3,584.26 feet, Tangent distance is 165.24 feet, Length of Arc is 330.24 feet, Cord distance is 330.13 deg.) to the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence turn an angle right 113 deg. 10 min. 53 sec. to the right from Tangent of said curve and run West along the South line of said quarter-quarter section a distance of 836.00 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, and containing approximately 5.519 acres more or less.

TRACT 2

Commence at the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West; thence run West along the South line of said quarter-quarter section a distance of 25.00 feet to the West margin of a county gravel road to the point of beginning; thence continue West along the South line of said quarter-quarter section a distance of 223.39 feet to the East R.O.W. Line of a paved county Highway No. 47; thence turn an angle of 68 deg. 20 min. 31 sec. to the right, to the Tangent of a R.O.W. curve, and run along said R.O.W. curve (whose Delta angle is 9 deg. 33 min. 58 sec. to the right, Radius is 3,504.26 feet Tangent Distance is 293.21 feet, Length of Arc is 585.06 feet, Cord Distance is 584.39 feet) to the South margin of a county gravel road; thence turn an angle of 152 deg. 11 min. 02 sec. to the right, from Tangent of said R.O.W. curve, and run along the South margin of said gravel road a distance of 101.95 feet; thence turn an angle of 12 deg. 27 min. 30 sec. to the left and run along the South margin of said gravel road a distance of 100.00 feet; thence turn angle of 3 deg. 25 min. 45 sec. to the left and run along the South margin of said county road a distance of 100.28 feet; thence turn an angle of 1 deg. 08 min. 26 sec. to the right and run along the South margin of said county road a distance of 100.25 feet; thence turn an angle of 15 deg. 49 min. 03 sec. to the right and run along the South margin of said county road a distance of 152.05 feet; thence turn an angle of 18 deg. 55 min. 01 sec. to the right and run along the South margin of said County Road a distance of 50.27 feet to the East line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 34; thence turn an angle of 21 deg. 25 min. 34 sec. to the right and run South along the East line of said quarter-quarter section a distance of 90.00 feet; thence turn an angle of 26 deg. 15 min. 33 sec. to the right and run a distance of 56.48 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 19 South, Range 1 West. Shelby County, Alabama, and being that portion of said quarter-quarter section lying East of paved County Hwy. 47 and South and West of a county gravel road. Also identified as tract 4-A, and containing approximately 2.355 acres more or less.

The sale was well attended with approximately fifteen (15) interested bidders present.

*repealed
at 1. m.*

The highest and best bid price for Tract 1 was made by the City of Chelsea Alabama in the amount of \$65,000.00, plus the auctioneer's commission of \$6,500.00, the aggregate purchase price totaling \$71,500.00, to be paid by the buyer at closing, a copy of the sales contract is attached hereto as *Exhibit "A"*.

The highest and best bid price for Tract 2 was made by Wallace and Shelby Blackerby for \$15,000.00, plus the auctioneer's commission of \$1,500.00, the aggregate purchase price totaling \$16,500.00, to be paid by the buyers at closing, a copy of the sales contract is attached hereto as *Exhibit "B"*.

In my opinion, the aggregate sale price of Tracts 1 and 2 of \$88,000.00, was consistent with the fair market value of similarly situated properties within the county of Shelby, Alabama area.

The Auction Settlement Statement shows the following:

Aggregate Sale Price of both tracts	\$88,000.00
Less: buyer's premium of	- 8,000.00
Less: Auctioneer's marketing expenses including Advertising	- <u>2,500.00</u>
NET SALE PROCEEDS	\$77,500.00

As stated, the undersigned incurred expenses in marketing, advertising, and conducting the sale which are usual, customary and reasonable to market the property effectively and asks the Court to ratify and approve the expenses and that the undersigned be reimbursed therefore:

A copy of the sales brochure and newspaper advertising "E-tear sheets" as appeared in the Shelby County Reporter, are also attached as *Exhibits "C" and "D"*.

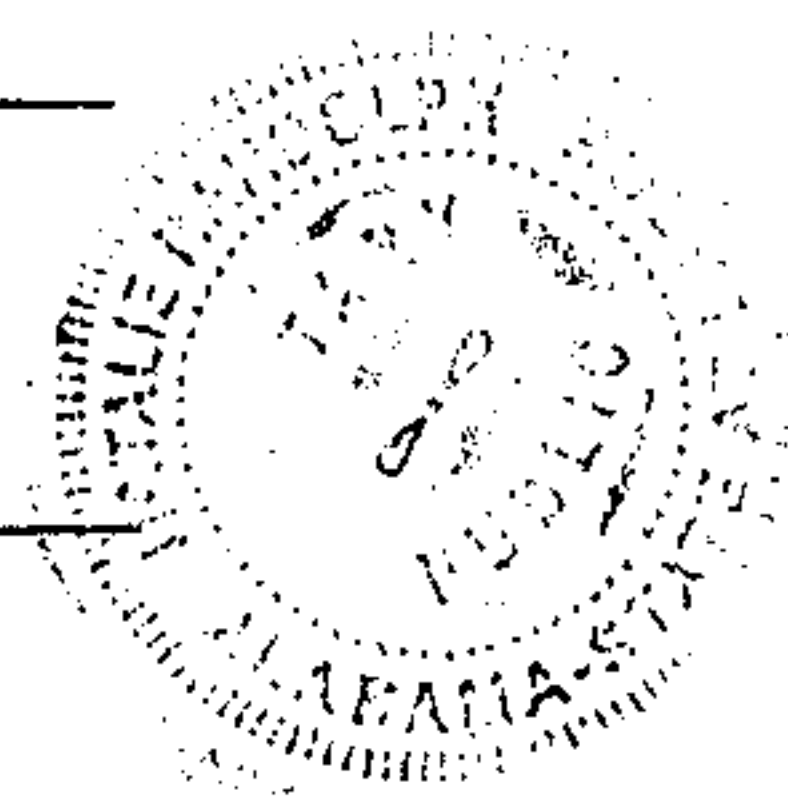
This the 22nd day of November, 2017.

FOWLER AUCTION & REAL ESTATE

BY: *Mickey Fowler*
Mickey Fowler, Auctioneer

Sworn to and subscribed before me this the 22nd day of November, 2017

Natalie Randolph
Notary Public
my expiration: 3/4/19



*****CERTIFICATE OF SERVICE*****

The undersigned has served a true copy of this Report of Sale utilizing ALAFILE and will serve same upon the Defendant, Jackie Elaine Scott, via U.S. Mail, and upon said counsel of record via ALAFILE and U. S. Mail, postage prepaid and addressed to the following:

**MS. JACKIE ELAINE SCOTT
86 Road 9047
Henegar, Alabama 35978**

**WILLIAM G. MATHEWS, ESQUIRE
Attorney for the Defendant, Forum Green, Inc.
117 S. Marion Street
Athens, Alabama 35611**

**MATTHEW J. WARD, ESQUIRE
ALABAMA MEDICAID AGENCY
501 Dexter Avenue
Montgomery, Alabama 36103-5624**

This the 22nd day of November, 2017

**/s/ Jere C. Trent
JERE C. TRENT**


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Shelby Cnty Judge of Probate: AL
06/19/2018 01:11:55 PM FILED/CERT

"The Preferred Auction Company"



SERVICE, INC.

8719 Highway 53 · Toney, Alabama 35773

Toney: (256) 420-4454 Huntsville: (256) 859-5682 Athens: (256) 232-7788 Fax: (256) 420-4707 Toll: (866) 293-0157
 e-mail: info@fowlerauction.com www.fowlerauction.com

AUCTION SALES CONTRACT

STATE OF Alabama
 COUNTY OF Shelby

THIS AGREEMENT OF SALE made and entered into on the day hereinafter expressed by and between

City of Chelsea, AL, Purchaser
 and Scapa Trust Co. Rock Dams acting PR for Carol Angersano, Seller.

WITNESSETH:

Seller agrees to sell and Purchaser agrees to purchase from Seller the following described property on the following terms and conditions:

5.819 Acres +/- on Chelsea Rd

Bid Price	\$ <u>65,000</u>	Earnest Money	\$ <u>14,300</u>
Buyers Premium	\$ <u>6,500</u>	Other	\$ _____
Total Purchase Price	\$ <u>71,500</u>	Other	\$ _____

Closing Cost to be paid by BUYER(S)Cash due on closing \$ 57,200 Cash due on closing is in addition to closing costs and financial fees.

ADDITIONAL PROVISIONS:

1. All measurements considered more or less.
2. Title Opinion & Title Insurance policy is buyer's cost and responsibility.
3. The Seller has reasonable time to perfect title.
4. 10 % Buyers Premium will be added to the winning bid to determine the final purchase price.
5. The Parties agree that any announcements made at the auction are binding and enforceable.
6. The Parties agree that under Code of Alabama Section 7-2-328 (1975), the sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner.
7. Subject to all easements, right-of-ways, setback lines, restrictive covenants and encumbrances of record.
8. Subject to Court Approval, Case #58CV-2016-900078:00

Terms and Conditions:

1. The following is required by RECAD (Real Estate Consumer Agency and Disclosure Act) Agency Disclosure: Fowler Auction & Real Estate Service Inc. ("Agent") is a single agent of the seller and assisting the buyer as a transaction broker. Purchaser's Initials: Seller's Initials: [Signature]
2. Seller will furnish Purchaser a good and merchantable Title and Warranty Deed free from all encumbrances except ad valorem taxes, existing restrictions, easements, and rights of way of record and applicable zoning ordinances.
3. SELLER and Purchaser hereby agrees to indemnify and hold AGENT harmless from and against any and all liability or loss that may be claimed against the AGENT as a result of this auction contract or the auction conducted under this contract. Said indemnity is to include any and all expenses and costs, including but not limited to attorney's fees, sustained as a result of any claims, suits, demands, costs, or judgments arising from this auction contract or the auction subject to it, from any person, firm, corporation, partnership, LLC, or other entity for any reason whatsoever.
4. ALL TAXES, INSURANCE AND RENTS SHALL BE PRORATED as of the date of the closing of this sale.
5. This transaction shall be closed on or before 30 days or 15 days from Court Approval, whichever is later. The Closing Attorney shall be _____ Possession to be given with the deed. Time is of the essence. Seller shall have a reasonable amount of time to cure any title defects.
6. Should the Purchaser fail to carry out this contract in accordance with all of its provisions, the Seller shall have the option to do one of the following: 1. The Seller may declare the Purchaser in default and proceed against the Purchaser for the Purchaser's breach of contract including a reasonable attorney's fee, in which event the Agent shall be entitled to his commission. The earnest money herein mentioned shall be applied to legally ascertain damages. 2. The seller may reaffirm the contract and proceed for specific performance, in which event the Agent shall be entitled to his commission. 3. The Seller may accept the earnest money as shown herein as liquidated damages and the earnest money so forfeited shall be divided between evenly the Seller and the Agent, after payment of the Agent's auction expenses and advertising.
7. Should the Seller fail to carry out this contract in accordance with all of its provisions, the Buyer shall have the option to one of the following: 1. Buyer shall be entitled to a refund of his earnest money plus reimbursement from the Seller of any sums expended by him for title opinions, and upon payment by Seller of such sums, this contract shall be at an end. 2. Buyer may without demanding a return of his earnest money, proceed with a suit for specific performance of this contract.
8. The defaulting party shall pay a reasonable costs and expenses that may arise from enforcing this agreement, including reasonable attorney's fees.
9. **WAIVER OF JURY TRIAL:** The Parties hereby waive any and all rights and demands for a jury trial.
10. **ARBITRATION:** Any controversy or claim arising out of, or relating to, the execution, interpretation, performance, or breach of any provision of this Agreement and any future claims between the parties, regardless of their contractual relationship, shall be settled by arbitration. The arbitration must be arbitrated by the parties in accordance with the Rules of the American Arbitration Association, with the exception of the rules with respect to payment of fees and appointment of an arbitrator. Moreover, any controversy or claim between the parties to this agreement, regardless of whether such controversy or claim arises out of, or relates to, this agreement, shall likewise be settled by arbitration in accordance with the Rules of the American Arbitration Association. If any party to a dispute desires to arbitrate the dispute, either before or after a lawsuit is filed, such party shall demand arbitration by giving the other party or parties written notice. If the parties cannot agree on an arbitrator within fourteen (14) days after the date of the notice, each party shall name an arbitrator within ten (10) days. The two (2) arbitrators shall select one (1) arbitrator within ten (10) days, and the selected one (1) arbitrator shall determine the dispute(s). Payment of all arbitration fees and expenses shall be divided equally between the parties. In the event that any court determines that the preceding sentences are not to be enforced in whole, or in part, for any reason, then the parties intend that the preceding sentences shall only apply to any controversy or claim arising out of, or relating to, the course of dealings between the parties on account of the relationship created by this agreement. Course of dealings includes agreements other than, and subsequent to, this agreement entered into between the parties. Arbitration shall be held in Madison County, Alabama.

EXHIBIT

tabbier

LA



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 Shelby Cnty Judge of Probate, AL
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11. This sale is not contingent upon financing. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THIS SALES CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS SALES CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

12. **EARNEST MONEY DEPOSIT.** Purchaser and Seller hereby acknowledge and agree that Agent shall hold the Earnest Money Deposit, in accordance with the terms and conditions of this Contract, and that the Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Agent makes a disbursement of the Earnest Money Deposit in accordance with the terms and provisions of this Contract. The Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Purchaser in connection with the discharge of any of the Agent's duties hereunder provided that Agent exercises ordinary and reasonable care in the discharge of said duties.

13. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

(a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER AND AGENT THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE SELLER.

(b) PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER AND AGENT THAT WITH RESPECT TO THE PROPERTY, SELLER AND AGENT HAVE NOT, DO NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY AS TO THE VALUE, PHYSICAL CONDITION, SQUARE FOOTAGE, SIZE OF THE PROPERTY, ACREAGE, ENVIRONMENTAL CONDITION (INCLUDING BUT NOT LIMITED TO WET LANDS, LEAD BASE PAINT, RADON GAS, ASBESTOS), ZONING, GOOD REPAIR, OPERABILITY, HABITABILITY, TENANTABILITY, SUITABILITY, MERCHANTABILITY, PROFITABILITY, MARKETABILITY, PAST OR PRESENT COMPLIANCE WITH ANY RULES, REGULATIONS, COVENANTS OR RESTRICTIONS, DEVELOPMENT POTENTIAL OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations, as Purchaser deems necessary, desirable or appropriate with respect to the Property. Purchaser(s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER AND AGENT or their affiliates, agents, officers, employees or representatives. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of the Seller or the AGENT.

(d) Purchaser shall look only to Seller, and not to AGENT, as to all matters regarding this Agreement and the Property. The AGENT shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way, is in need of attention or repairs, or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller or AGENT with respect to the condition of the Property, either patent or latent; Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other permits or licenses for the use or operation of the Property, and /or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

14. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon any advice or representations of the AGENT involved in this sale relative to (I) the legal or tax consequences of this contract and the sale, purchase or ownership of the property, (II) the structural condition of the property including the condition of the roof and basement, termite and/or wood infestations, (III) the electrical, heating, air conditioning, plumbing, and water heating systems, and appliances, (IV) the age and square footage of the improvements, and the size, acreage, or area of the property, (V) the availability of utilities or sewer service, (VI) the character of the neighborhood, (VII) the investment or resale value of the property, (VIII) any other matter affecting their willingness to sell or purchase the property on the terms and price herein set forth (VIII) the rights of way to the property, the street access to the property, and/or the ingress or egress to the property. 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.

15. **PROPERTY INSPECTION.** It is the Purchaser's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Purchaser is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Purchaser's request and Purchaser shall pay for any damage which occurs to the Property as a result of such activities. Purchaser shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Purchaser's request. Purchaser agrees to indemnify, protect and hold Seller and AGENT harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Purchaser's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Purchaser agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the closing and any termination of this Contract.

16. AGENT has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. AGENT is not familiar with the environmental condition of the real estate and has made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances. Purchaser of said real estate releases and hold and saves AGENT harmless from and against all claims, losses, demands, costs, expenses, (including attorney's fees and other legal costs), liabilities, damages, and judgments arising out of or related to AGENT'S relations to said real estate acknowledge their understanding, acceptance of and agreement with the conditions, releases, indemnities, representations and warranties set forth.

17. All terms, conditions, and warranties not performed at the time of delivery of the deed shall survive such delivery.

18. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against either party, merely because the other party may have prepared it.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties hereto and any promises, statements, covenants, conditions and representations made by either party hereto, other than expressly set forth herein, which are not incorporated herein, are void and of no force and effect. No additions, deletions or modifications to, or from this Agreement shall be binding upon any party hereto, unless such addition, deletion or modification shall be set down in writing, properly executed by all the parties hereto, and attached as a part hereof.

WITNESS OUR HAND AND SEAL this 16th day of November, 2017

I/We, hereby agree to purchase the above described property according to the terms and conditions stated above.

PURCHASER

PURCHASER

PURCHASER

PURCHASER

I/WE hereby agree to sell the above described property according to the terms and conditions stated above.

SELLER

SELLER

SELLER

SELLER

SELLER

SELLER

BROKER

WITNESS

Nickie Randall



8719 Highway 53 · Toney, Alabama 35773

Toney: (256) 420-4454 Huntsville: (256) 859-5682 Athens: (256) 232-7788 Fax: (256) 420-4707 Toll: (866) 293-0157
e-mail: info@fowlerauction.com www.fowlerauction.com

**AUCTION SALES CONTRACT**STATE OF AlCOUNTY OF Shelby

THIS AGREEMENT OF SALE made and entered into on the day hereinafter expressed by and between

Wallace and Shelby J. Blackerby, Purchaser
and Casper Trent for Rode Davis as FR. Leona Anderson, Seller.

WITNESSETH:

Seller agrees to sell and Purchaser agrees to purchase from Seller the following described property on the following terms and conditions:

2.355 acre ± Chelsea Rd & Meadow Lake Rd

Bid Price	\$ <u>15,000</u>	Earnest Money	\$ <u>3,300 3,300⁰⁰</u>
Buyer's Premium	\$ <u>1,500</u>	Other	\$ _____
Total Purchase Price	\$ <u>16,500</u>	Other	\$ _____

Closing Cost to be paid by BUYER(S)

Cash due on closing \$13,200 Cash due on closing is in addition to closing costs and financial fees.

ADDITIONAL PROVISIONS:

1. All measurements considered more or less.
2. Title Opinion & Title insurance policy is buyer's cost and responsibility.
3. The Seller has reasonable time to perfect title.
4. 10 % Buyers Premium will be added to the winning bid to determine the final purchase price.
5. The Parties agree that any announcements made at the auction are binding and enforceable.
6. The Parties agree that under Code of Alabama Section 7-2-328 (1975), the sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner.
7. Subject to all easements, right-of-ways, setback lines, restrictive covenants and encumbrances of record.
8. Subject to Court approval, Case # 58-CV-2016-900078.00

Terms and Conditions:

1. The following is required by RECAD (Real Estate Consumer Agency and Disclosure Act) Agency Disclosure: Fowler Auction & Real Estate Service Inc. ("Agent") is a single agent of the seller and assisting the buyer as a transaction broker. Purchaser's Initials: _____
2. Seller will furnish Purchaser a good and merchantable Title and Warranty Deed free from all encumbrances except ad valorem taxes, existing restrictions, easements, and rights of way of record and applicable zoning ordinances.
3. SELLER and Purchaser hereby agrees to indemnify and hold AGENT harmless from and against any and all liability or loss that may be claimed against the AGENT as a result of this auction contract or the auction conducted under this contract. Said indemnity is to include any and all expenses and costs, including but not limited to attorney's fees, sustained as a result of any claims, suits, demands, costs, or judgments arising from this auction contract or the auction subject to it, from any person, firm, corporation, partnership, LLC, or other entity for any reason whatsoever.
4. ALL TAXES, INSURANCE AND RENTS SHALL BE PRORATED as of the date of the closing of this sale.
5. This transaction shall be closed on or before 30 days or 60 days from Court Approval whichever is later. The Closing Attorney shall be _____ Possession to be given with the deed. Time is of the essence. Seller shall have a reasonable amount of time to cure any title defects.
6. Should the Purchaser fail to carry out this contract in accordance with all of its provisions, the Seller shall have the option to do one of the following: 1. The Seller may declare the Purchaser in default and proceed against the Purchaser for the Purchaser's breach of contract including a reasonable attorney's fee, in which event the Agent shall be entitled to his commission. The earnest money herein mentioned shall be applied to legally ascertain damages. 2. The seller may reaffirm the contract and proceed for specific performance, in which event the Agent shall be entitled to his commission. 3. The Seller may accept the earnest money as shown herein as liquidated damages and the earnest money so forfeited shall be divided between evenly the Seller and the Agent, after payment of the Agent's auction expenses and advertising.
7. Should the Seller fail to carry out this contract in accordance with all of its provisions, the Buyer shall have the option to one of the following: 1. Buyer shall be entitled to a refund of his earnest money plus reimbursement from the Seller of any sums expended by him for title opinions, and upon payment by Seller of such sums, this contract shall be at an end. 2. Buyer may without demanding a return of his earnest money, proceed with a suit for specific performance of this contract.
8. The defaulting party shall pay a reasonable costs and expenses that may arise from enforcing this agreement, including reasonable attorney's fees.
9. **WAIVER OF JURY TRIAL:** The Parties hereby waive any and all rights and demands for a jury trial.
10. **ARBITRATION:** Any controversy or claim arising out of, or relating to, the execution, interpretation, performance, or breach of any provision of this Agreement and any future claims between the parties, regardless of their contractual relationship, shall be settled by arbitration. The arbitration must be arbitrated by the parties in accordance with the Rules of the American Arbitration Association, with the exception of the rules with respect to payment of fees and appointment of an arbitrator. Moreover, any controversy or claim between the parties to this agreement, regardless of whether such controversy or claim arises out of, or relates to, this agreement, shall likewise be settled by arbitration in accordance with the Rules of the American Arbitration Association. If any party to a dispute desires to arbitrate the dispute, either before or after a lawsuit is filed, such party shall demand arbitration by giving the other party or parties written notice. If the parties cannot agree on an arbitrator within fourteen (14) days after the date of the notice, each party shall name an arbitrator within ten (10) days. The two (2) arbitrators shall select one (1) arbitrator within ten (10) days, and the selected one (1) arbitrator shall determine the dispute(s). Payment of all arbitration fees and expenses shall be divided equally between the parties. In the event that any court determines that the preceding sentences are not to be enforced in whole, or in part, for any reason, then the parties intend that the preceding sentences shall only apply to any controversy or claim arising out of, or relating to, the course of dealings between the parties on account of the relationship created by this agreement. Course of dealings includes agreements other than, and subsequent to, this agreement entered into between the parties. Arbitration shall be held in Madison County, Alabama.

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11. This sale is not contingent upon financing. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THIS SALES CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS SALES CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

12. **EARNEST MONEY DEPOSIT.** Purchaser and Seller hereby acknowledge and agree that Agent shall hold the Earnest Money Deposit, in accordance with the terms and conditions of this Contract, and that the Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Agent makes a disbursement of the Earnest Money Deposit in accordance with the terms and provisions of this Contract. The Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Purchaser in connection with the discharge of any of the Agent's duties hereunder provided that Agent exercises ordinary and reasonable care in the discharge of said duties.

13. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

(a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER AND AGENT THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE SELLER.

(b) PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER AND AGENT THAT WITH RESPECT TO THE PROPERTY, SELLER AND AGENT HAVE NOT, DO NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY AS TO THE VALUE, PHYSICAL CONDITION, SQUARE FOOTAGE, SIZE OF THE PROPERTY, ACREAGE, ENVIRONMENTAL CONDITION (INCLUDING BUT NOT LIMITED TO WET LANDS, LEAD BASE PAINT, RADON GAS, ASBESTOS), ZONING, GOOD REPAIR, OPERABILITY, HABITABILITY, TENANTABILITY, SUITABILITY, MERCHANTABILITY, PROFITABILITY, MARKETABILITY, PAST OR PRESENT COMPLIANCE WITH ANY RULES, REGULATIONS, COVENANTS OR RESTRICTIONS, DEVELOPMENT POTENTIAL OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

(c) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations, as Purchaser deems necessary, desirable or appropriate with respect to the Property. Purchaser(s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER AND AGENT or their affiliates, agents, officers, employees or representatives. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of the Seller or the AGENT.

(d) Purchaser shall look only to Seller, and not to AGENT, as to all matters regarding this Agreement and the Property. The AGENT shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder, or if the Property is affected in any way, is in need of attention or repairs, or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller or AGENT with respect to the condition of the Property, either patent or latent; Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other permits or licenses for the use or operation of the Property, and /or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

14. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon any advice or representations of the AGENT involved in this sale relative to (I) the legal or tax consequences of this contract and the sale, purchase or ownership of the property, (II) the structural condition of the property including the condition of the roof and basement, termites and/or wood infestations, (III) the electrical, heating, air conditioning, plumbing, and water heating systems, and appliances, (IV) the age and square footage of the improvements, and the size, acreage, or area of the property, (V) the availability of utilities or sewer service, (VI) the character of the neighborhood, (VII) the investment or resale value of the property, (VIII) any other matter affecting their willingness to sell or purchase the property on the terms and price herein set forth (VIII) the rights of way to the property, the street access to the property, and/or the ingress or egress to the property. 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.

15. **PROPERTY INSPECTION.** It is the Purchaser's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Purchaser is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Purchaser's request and Purchaser shall pay for any damage which occurs to the Property as a result of such activities. Purchaser shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Purchaser's request. Purchaser agrees to indemnify, protect and hold Seller and AGENT harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Purchaser's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Purchaser agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the closing and any termination of this Contract.

16. AGENT has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. AGENT is not familiar with the environmental condition of the real estate and has made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances. Purchaser of said real estate releases and hold and saves AGENT harmless from and against all claims, losses, demands, costs, expenses, (including attorney's fees and other legal costs), liabilities, damages, and judgments arising out of or related to AGENT'S relations to said real estate acknowledge their understanding, acceptance of and agreement with the conditions, releases, indemnities, representations and warranties set forth.

17. All terms, conditions, and warranties not performed at the time of delivery of the deed shall survive such delivery.

18. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their counsel have had an opportunity to review this Agreement and that this Agreement will not be construed against either party, merely because the other party may have prepared it.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties hereto and any promises, statements, covenants, conditions and representations made by either party hereto, other than expressly set forth herein, which are not incorporated herein, are void and of no force and effect. No additions, deletions or modifications to, or from this Agreement shall be binding upon any party hereto, unless such addition, deletion or modification shall be set down in writing, properly executed by all the parties hereto, and attached as a part hereof.

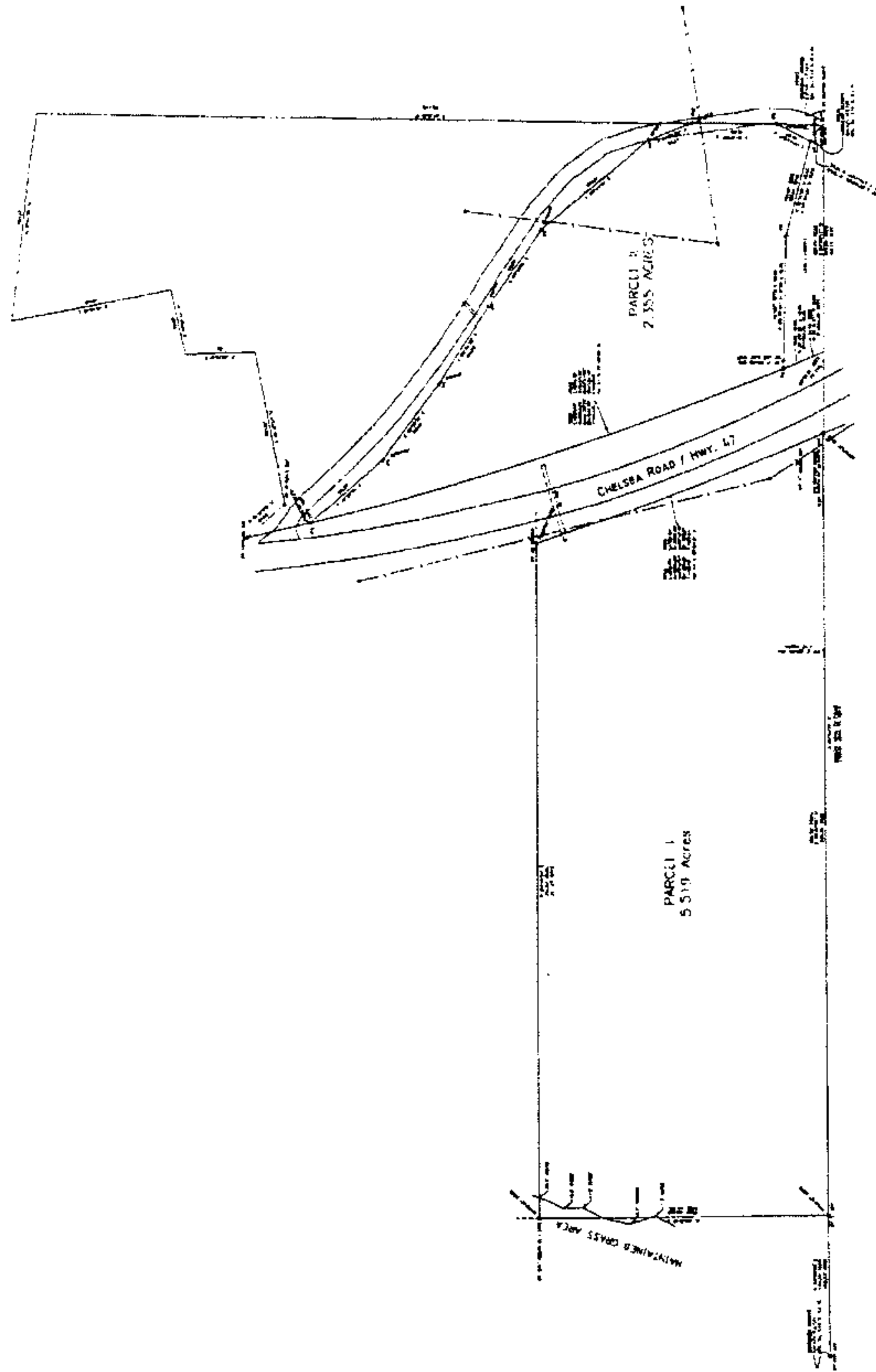
WITNESS OUR HAND AND SEAL this 16th day of November, 2017

I/We, hereby agree to purchase the above described property according to the terms and conditions stated above.

PURCHASER [Signature] PURCHASER _____
PURCHASER _____ PURCHASER _____

I/WE hereby agree to sell the above described property according to the terms and conditions stated above.

SELLER [Signature] SELLER _____
SELLER _____ SELLER _____
SELLER _____ SELLER _____
BROKER [Signature] WITNESS Nickie Pandolf



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EXHIBIT

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CV-2016-900078

TONNEY: (256) 420-4454

HUNTSVILLE: (256) 859-5682

E-MAIL: INFO@FOWLERAUCTION.COM

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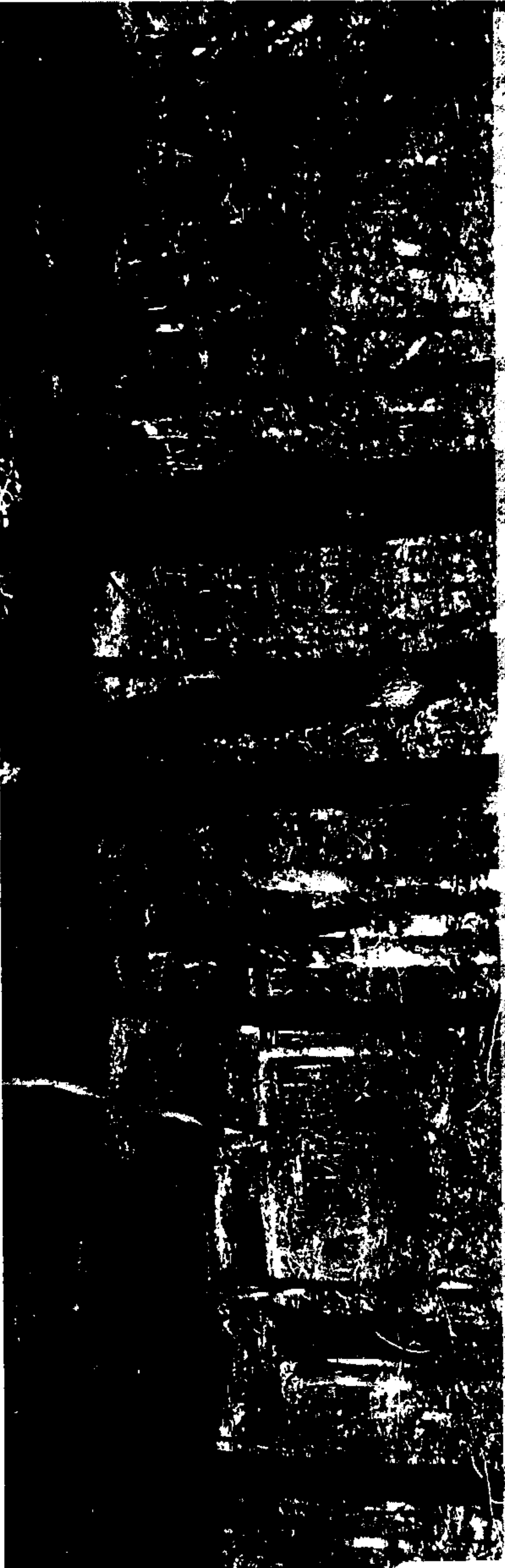
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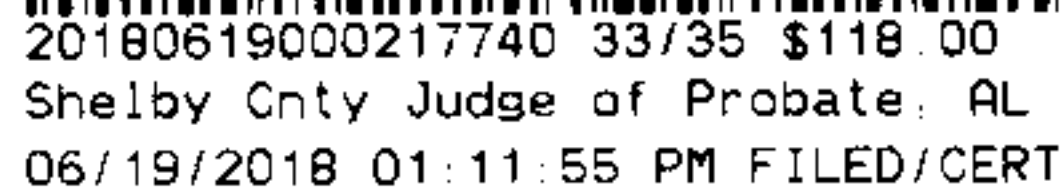
Mickey Fowler, CAI, CES, AARE
ALSL466, TNSL1442, TN FIRM2315,
MSSL718F, GASL1394

Daniel Culps, CAI
ALSL5070, TNSL5890, (256) 603-1249



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The Albemarle Symphony Orchestra in partnership with Shelby County (Tel. 606-254-0911) will be performing a national tour for Shelby County Albemarle Senior Centers 55 and older. Please register with your local Senior Center. Charge your ticket with your label and your note in the blue box can contact Sandra Goldman, Executive Director of Community Services for Shelby County at (808) 673-4557. We arrived in Albemarle, VA and we need Shelby County to REPERMIT! \$450 your ticket at least three days in advance.

The concert begins at 1:00pm in the Albemarle Concert Hall at the Albemarle Senior Center. A supplementary coffee and soft drink before the concert.

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