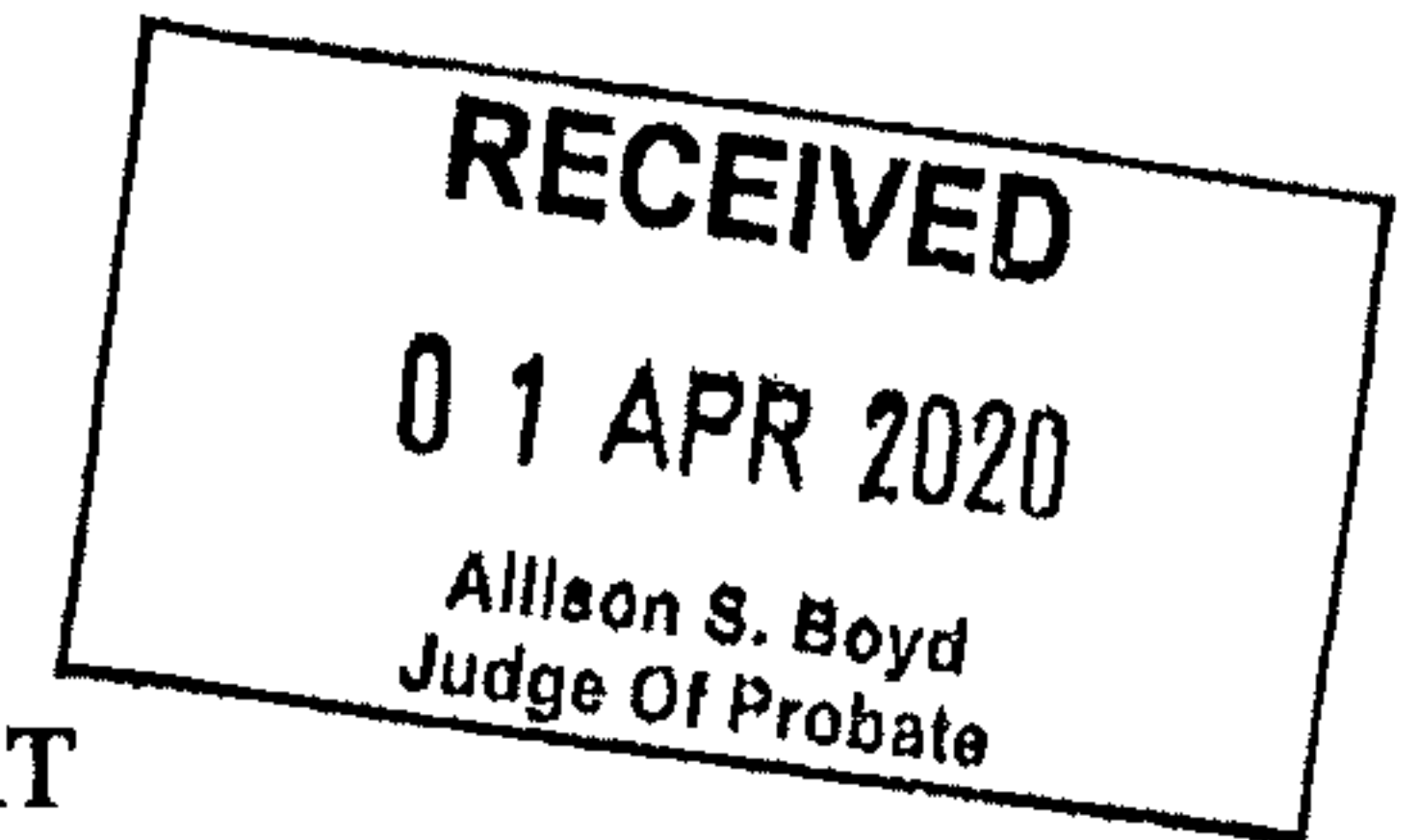


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IN THE MATTER OF THE ESTATE OF ) PROBATE COURT  
Regusta Whitaker, )  
Deceased ) OF SHELBY COUNTY, ALABAMA

CASE NO. PR-2020-000198

**PETITION FOR SALE OF REAL PROPERTY  
FOR DIVISION AND DISTRIBUTION**

Come the petitioners, Christine Whitaker, Bobby Whitaker, Jr., and Paula Whitaker, as personal representatives of the Estate of Regusta Whitaker, and respectfully show this Court the following facts:

1. The following described real property was owned by the decedent at the time of death:

1/3 interest in approximately 9,583 ± square feet of land located at the northwest corner of the existing Highway 31 right-of-way and Anglewood Lane, in the City of Calera, Shelby County, Alabama, more particularly described as Tract 4 on the attached Exhibit A.

2. The estate of the decedent is solvent; and the following is a true, correct and complete list of the names, ages, conditions, relationships and addresses of the devisees and distributees under decedent's will who are entitled to the above-described property:

Name, age, condition, relationship	Address
Donna Pickett, over 19, of sound mind, daughter	12732 Cowley Ave., Downey, CA 90242
Barbara Whitaker Contreras, over 19, of sound mind, daughter	3444 Iowa Ave Apt D, Riverside, CA 92507
Sharon Whitaker Graves, over 19, of sound mind, daughter	15411 Cerise Ave., Gardena, CA 90249
Christine Whitaker, over 19, of sound mind, daughter	15411 Cerise Ave., Gardena, CA 90249
Bobby Whitaker, Jr., over 19, of sound mind, son	345 Stepney St., Inglewood, CA 90302
Paula Whitaker, over 19, of sound mind, daughter	15411 Cerise Ave., Gardena, CA 90249

3. The decedent's will, probated in this Court, in Item Fifth grants the personal representatives "full power and authority to sell, at private sale, and to convey . . . and otherwise alienate any or all of the assets of my estate on such terms as they deem to be proper in their sole discretion, without the order of any Court." In spite of this provision, the title insurance company insuring title to the above-described property is requiring a court order approving the sale.

4. Petitioners have negotiated a contract for sale of the above-described property, a copy of which is attached hereto as Exhibit B, that in their opinion is at or above the fair market value of the property.

5. The above-described real property cannot be equitably divided among the persons entitled thereto as above named; and it is necessary for a fair and equitable distribution among them that said property be sold. The above-named adults, Donna Pickett, Barbara Whitaker Contreras, and Sharon Whitaker Graves, join in this petition and request and consent that said real property be sold for distribution.

WHEREFORE, the petitioners pray that this Court authorize the petitioners to sell the aforesaid real property for the purpose of making a division and distribution among said persons, and that such proceedings, orders, and decrees be had and made in the premises as may be necessary to effect said sale for such purpose according to law.

Attorney for Petitioners:

William R. Justice  
 William R. Justice (JUS001)  
 P.O. Box 587  
 Columbiana, AL 35051  
 phone: (205)669-6783  
 fax: (205)669-4932  
 email: [wjustice@wefhlaw.com](mailto:wjustice@wefhlaw.com)

Christine Whitaker  
 Christine Whitaker

Bobby Whitaker, Jr.  
 Bobby Whitaker, Jr.

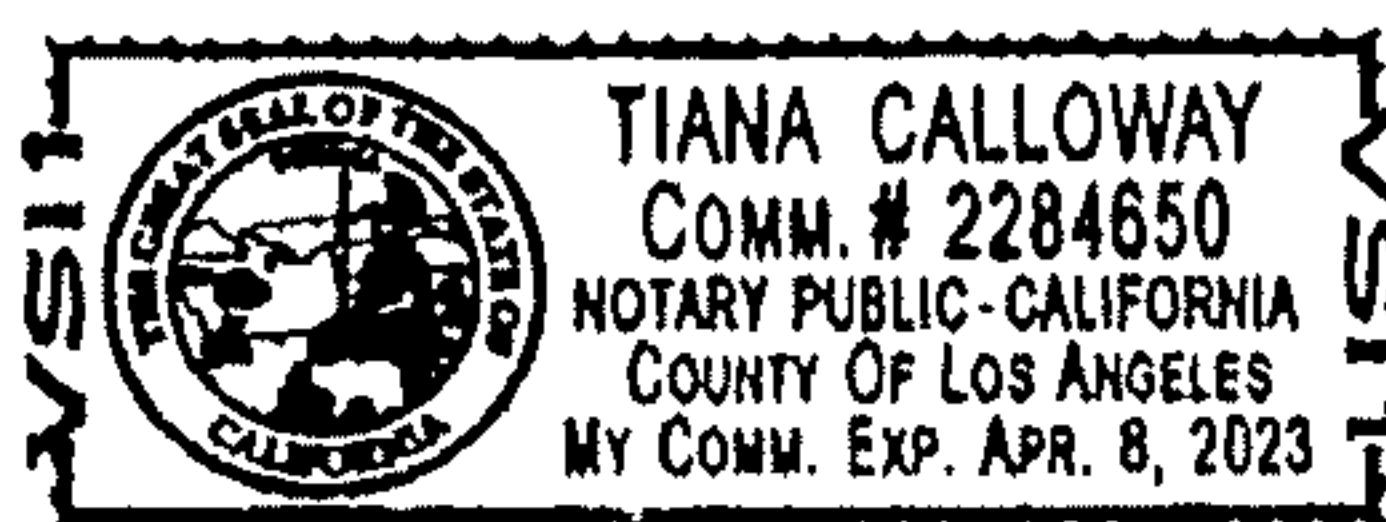
Paula Whitaker  
 Paula Whitaker

VERIFICATIONS

STATE OF CALIFORNIA  
 COUNTY OF Los Angeles

Before me, the undersigned, a notary public in and for said county in said state, personally appeared Christine Whitaker, who being first duly sworn, makes oath that she has read the foregoing petition and knows the contents thereof, and that she is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Subscribed and sworn to before me this 19 the day of March, 2020.



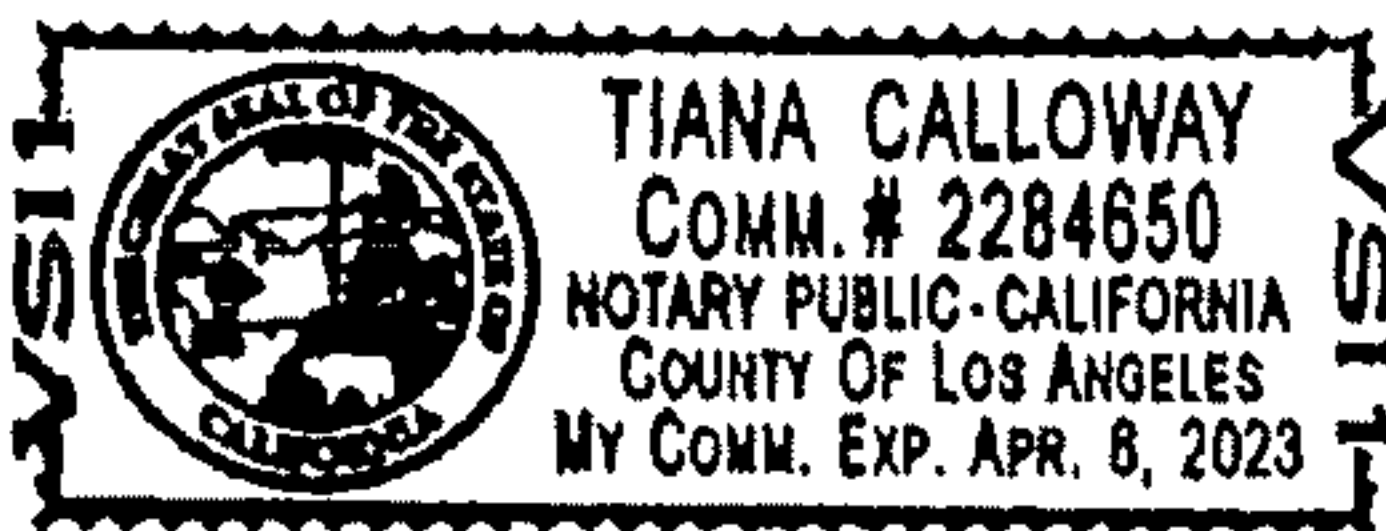
Tiana Calloway  
 Notary Public

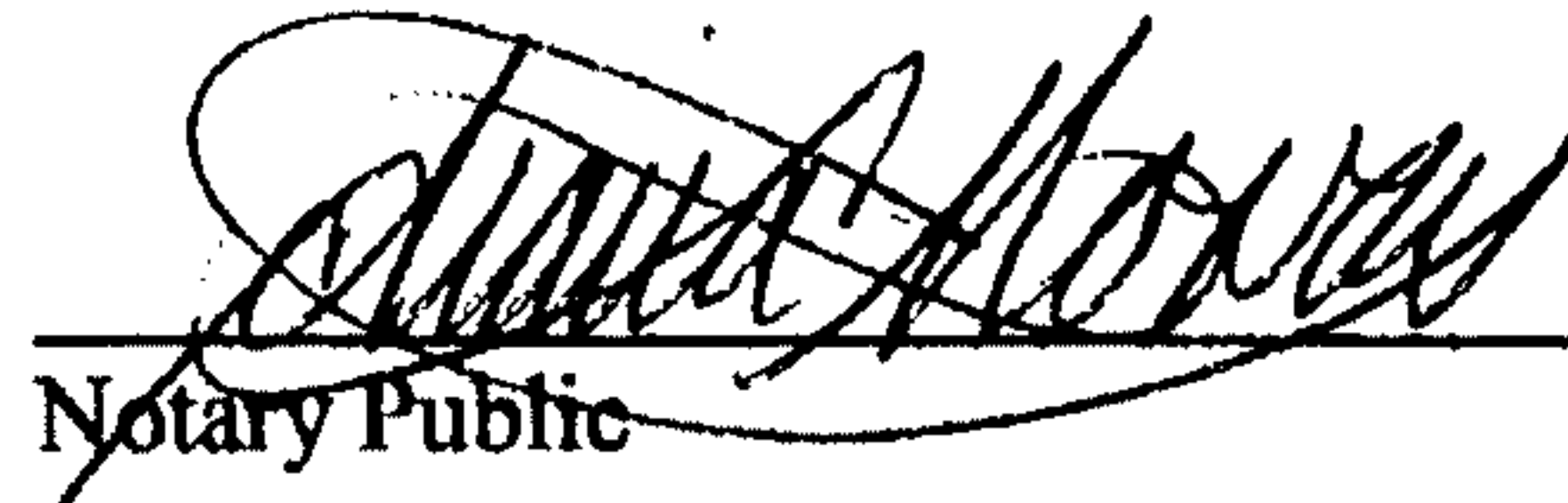
VERIFICATION

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Before me, the undersigned, a notary public in and for said county in said state, personally appeared Bobby Whitaker, Jr., who being first duly sworn, makes oath that he has read the foregoing petition and knows the contents thereof, and that he is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Subscribed and sworn to before me this 19<sup>th</sup> the day of March, 2020.



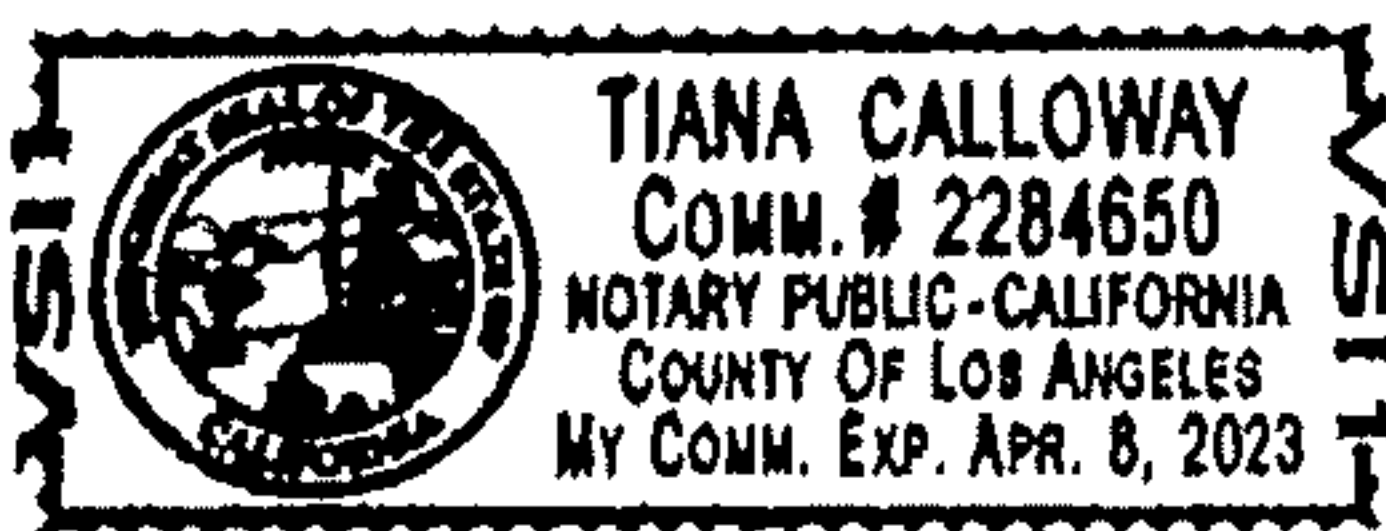
  
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Notary Public

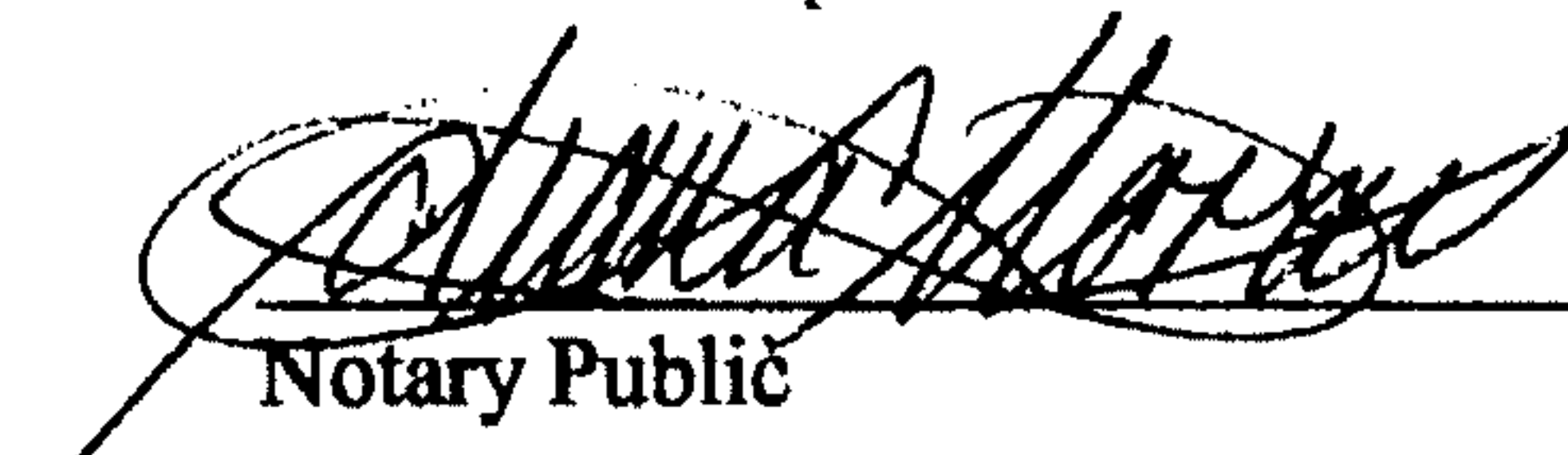
VERIFICATION

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Before me, the undersigned, a notary public in and for said county in said state, personally appeared Paula Whitaker, who being first duly sworn, makes oath that she has read the foregoing petition and knows the contents thereof, and that she is informed and believes, and upon such information and belief, avers that the facts alleged therein are true and correct.

Subscribed and sworn to before me this 19<sup>th</sup> the day of March, 2020.



  
\_\_\_\_\_  
Notary Public





IN THE MATTER OF THE ESTATE OF  
Regusta Whitaker,

Deceased

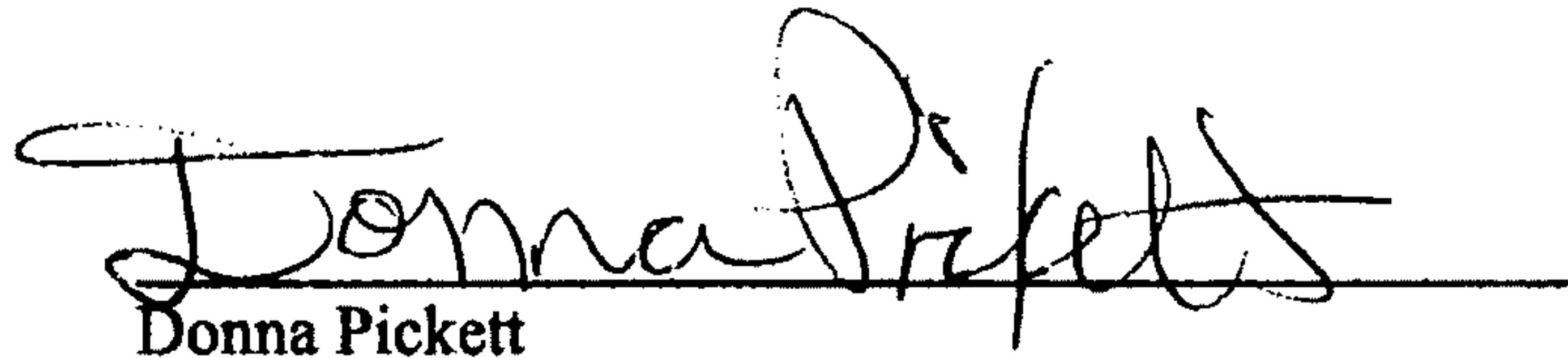
) PROBATE COURT  
)  
) OF SHELBY COUNTY, ALABAMA

CASE NO. PR-2020-000198

**CONSENT TO SALE OF REAL PROPERTY  
FOR DIVISION AND DISTRIBUTION**

I, the undersigned, constituting one of the devisees and distributees named in the will of Regusta Whitaker, deceased (the "decedent"), being entitled to an undivided interest in the lands hereinafter described, and being of sound mind and over nineteen years of age, do hereby request and consent that the same be sold for the purpose of making a division among the heirs devisees of the decedent, in accordance with the petition filed by the personal representatives of the estate and the contract attached to the petition.

This the 19<sup>th</sup> day of March, 2020.

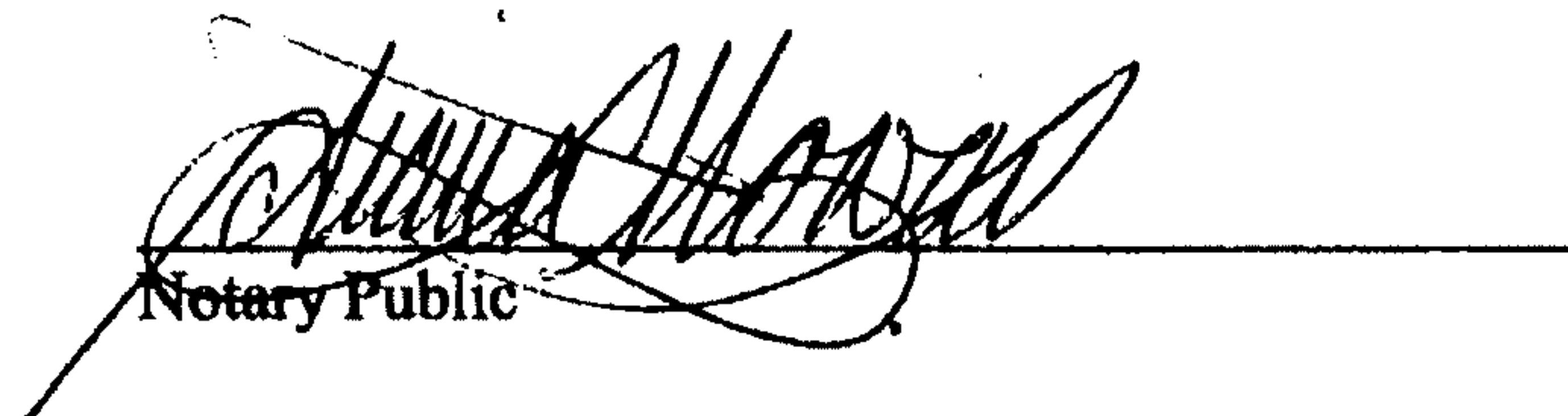
  
Donna Pickett

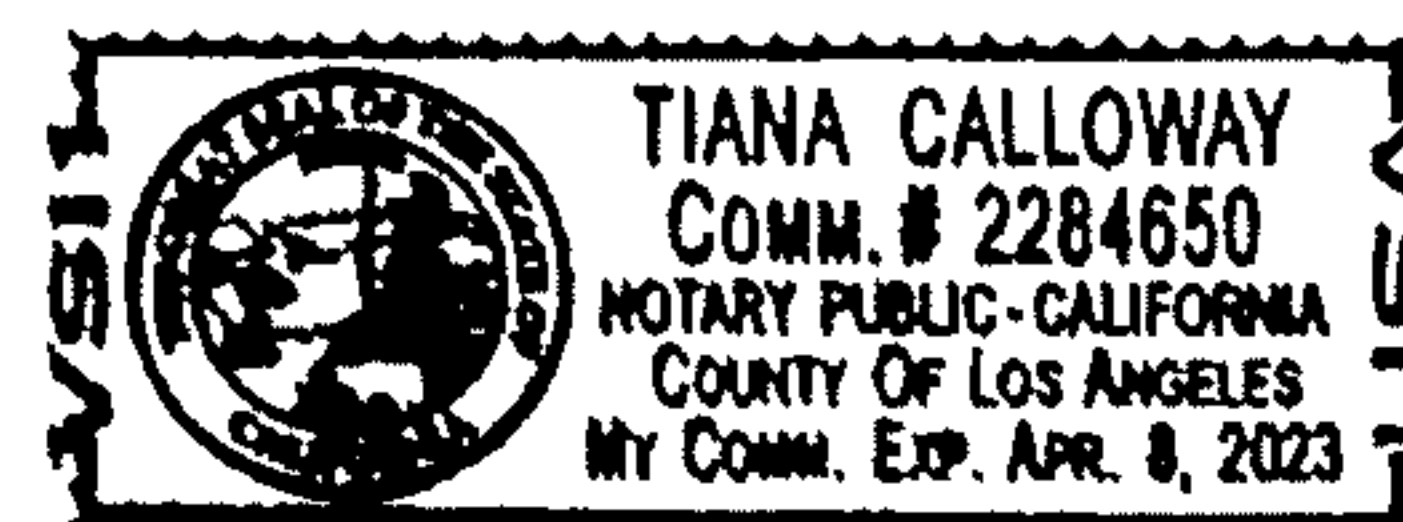
**VERIFICATION**

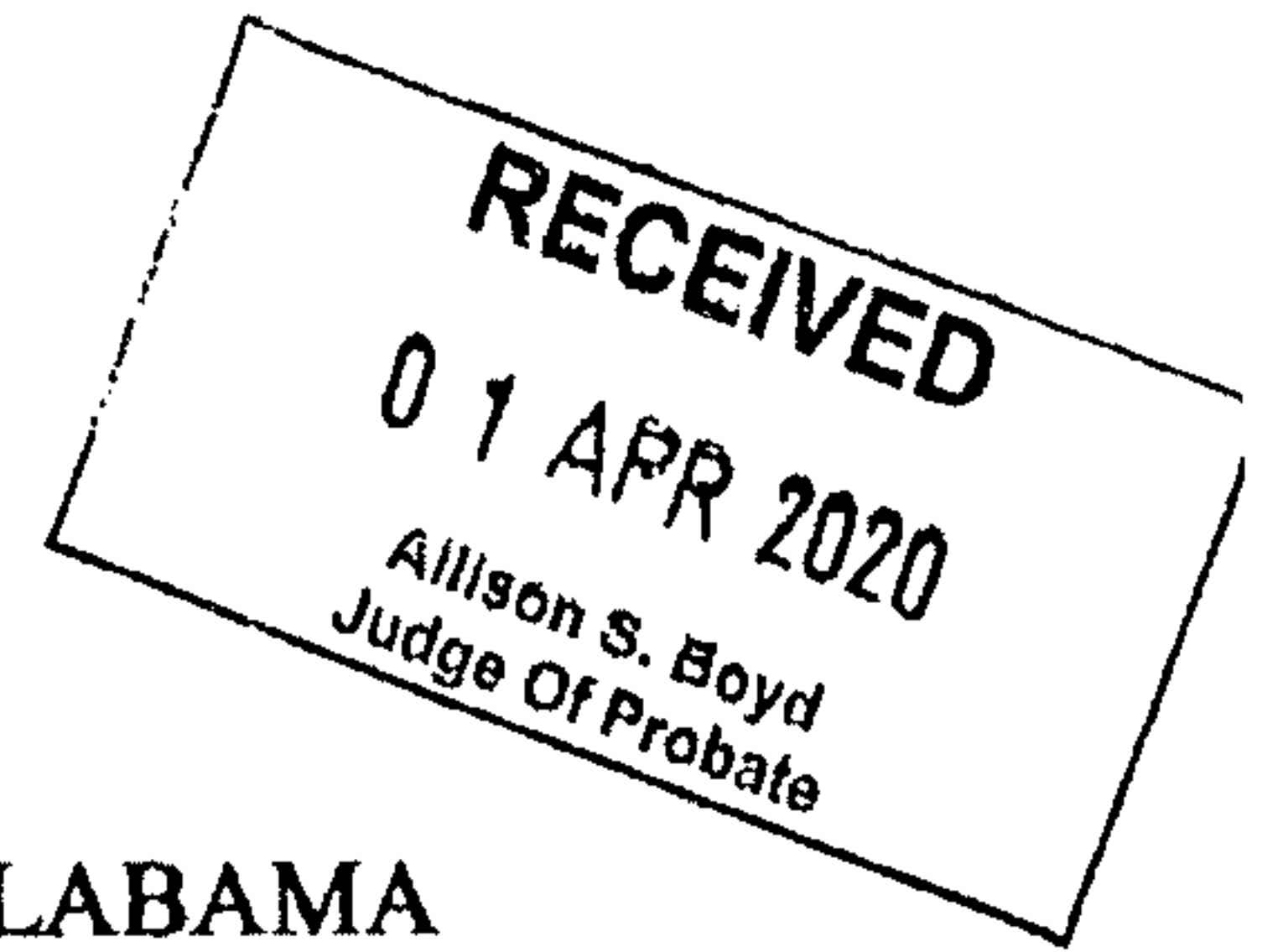
STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Before me, the undersigned authority, a notary public in and for said county in said state, personally appeared Donna Pickett, whose name is signed to the foregoing consent and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she executed the same voluntarily.

Subscribed and sworn to before me this the 19<sup>th</sup> day of March, 2020.

  
Notary Public





IN THE MATTER OF THE ESTATE OF  
Regusta Whitaker,

Deceased

) PROBATE COURT  
)  
) OF SHELBY COUNTY, ALABAMA

CASE NO. PR-2020-000198

**CONSENT TO SALE OF REAL PROPERTY  
FOR DIVISION AND DISTRIBUTION**

I, the undersigned, constituting one of the devisees and distributees named in the will of Regusta Whitaker, deceased (the "decedent"), being entitled to an undivided interest in the lands hereinafter described, and being of sound mind and over nineteen years of age, do hereby request and consent that the same be sold for the purpose of making a division among the heirs devisees of the decedent, in accordance with the petition filed by the personal representatives of the estate and the contract attached to the petition.

This the 25 day of March, 2020.

  
Barbara Whitaker Contreras

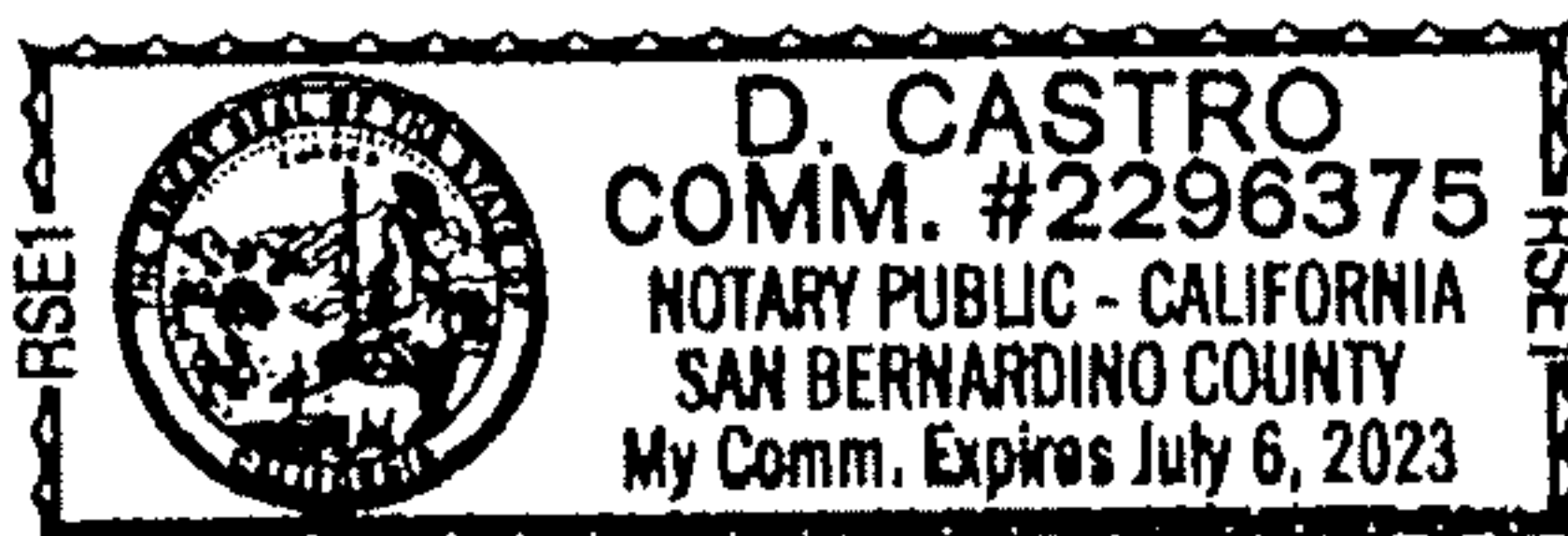
**VERIFICATION**

STATE OF CALIFORNIA

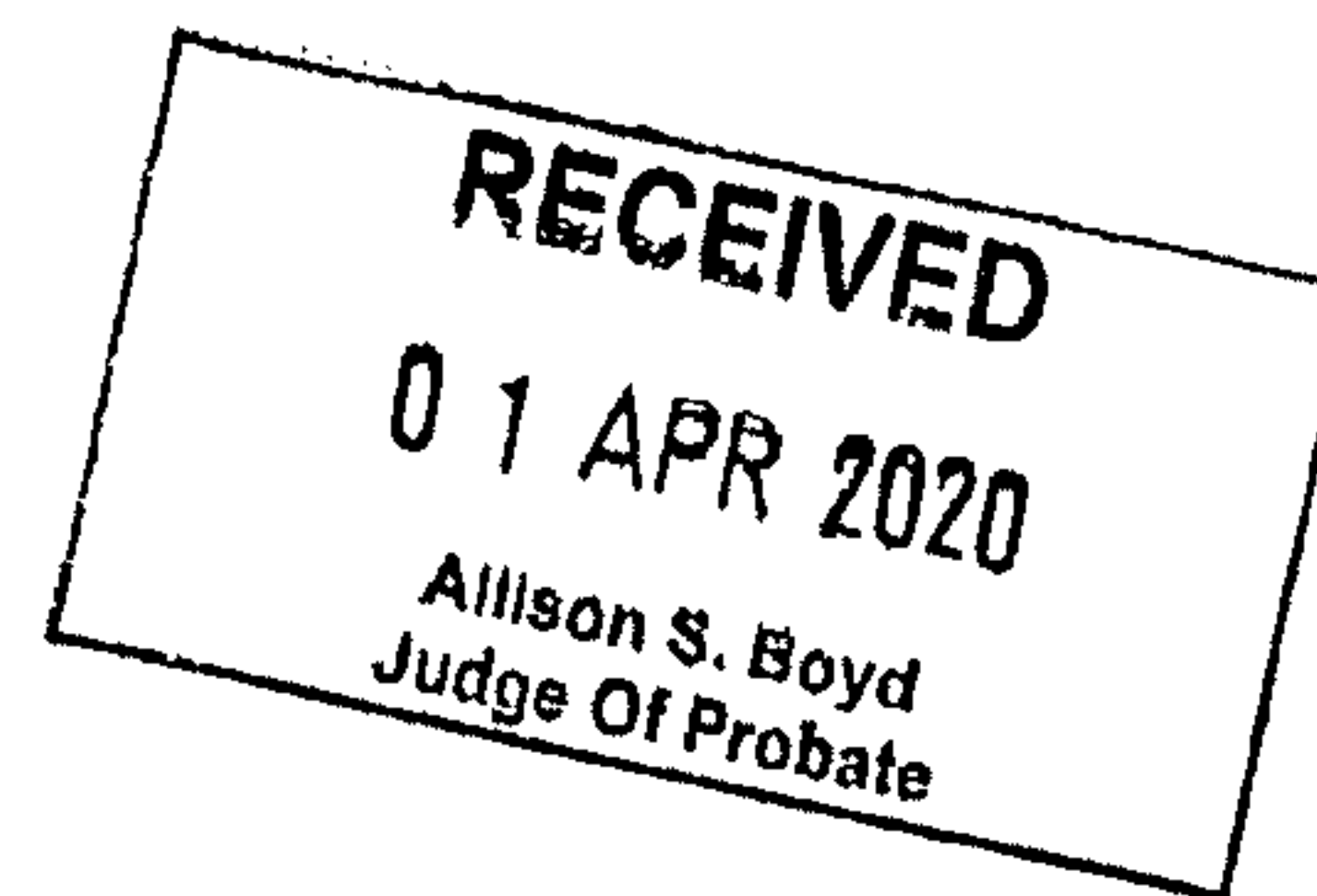
COUNTY OF Riverside

Before me, the undersigned authority, a notary public in and for said county in said state, personally appeared Barbara Whitaker Contreras, whose name is signed to the foregoing consent and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she executed the same voluntarily.

Subscribed and sworn to before me this the 25 day of March, 2020.



  
Notary Public



IN THE MATTER OF THE ESTATE OF ) PROBATE COURT  
Regusta Whitaker, )  
Deceased ) OF SHELBY COUNTY, ALABAMA

CASE NO. PR-2020-000198

**CONSENT TO SALE OF REAL PROPERTY  
FOR DIVISION AND DISTRIBUTION**

I, the undersigned, constituting one of the devisees and distributees named in the will of Regusta Whitaker, deceased (the "decedent"), being entitled to an undivided interest in the lands hereinafter described, and being of sound mind and over nineteen years of age, do hereby request and consent that the same be sold for the purpose of making a division among the heirs devisees of the decedent, in accordance with the petition filed by the personal representatives of the estate and the contract attached to the petition.

This the 20<sup>th</sup> day of March, 2020.

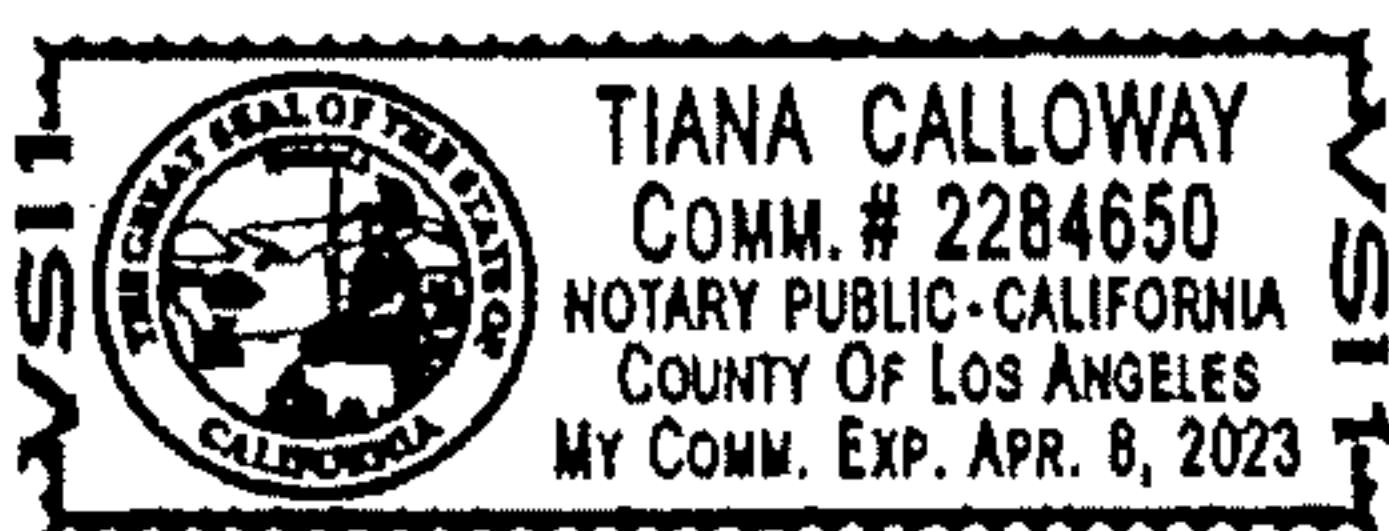
Sharon Whitaker Graves  
Sharon Whitaker Graves

**VERIFICATION**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Before me, the undersigned authority, a notary public in and for said county in said state, personally appeared Sharon Whitaker Graves, whose name is signed to the foregoing consent and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she executed the same voluntarily.


Subscribed and sworn to before me this the 20<sup>th</sup> day of March, 2020.



[Signature]  
Notary Public

# EXHIBIT A



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>A-01410</b>

**EXHIBIT "A"****LEGAL DESCRIPTION**


THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

**TRACT 4:**

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commencing at a found 1/2 inch rebar lying on the Northerly end of the mitered intersection of the Westerly Right of Way of Highway 31 (having a Variable Right of Way) and the Northerly Right of Way of Anglewood Lane (having a Prescriptive Right of Way); thence run along the Northerly Right of Way of Anglewood Lane South 61 degrees 05 minutes 10 seconds West for a distance of 27.37 feet to a point, said point being the POINT OF BEGINNING; thence continuing along the last described course for a distance of 28.27 feet to a found 1/2 inch rebar, said rebar also lying on a curve to the left, said curve having a radius of 247.78 feet, a central angle of 02 degrees 55 minutes 06 seconds, a chord bearing of North 77 degrees 47 minutes 46 seconds West, and a chord distance of 12.62 feet; thence run along the arc of said curve and said Right of Way for a distance of 12.62 feet to a point, said point also lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 04 degrees 39 minutes 43 seconds, a chord bearing of North 76 degrees 30 minutes 19 seconds West, and a chord distance of 47.94 feet; thence run along the arc of said curve and said Right of way for a distance of 47.95 feet to a point; thence leaving said Northerly Right of Way of Anglewood Lane run South 89 degrees 52 minutes 22 seconds East for a distance of 83.70 feet to the POINT OF BEGINNING.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule A</b>	ISSUED BY <b>First American Title Insurance Company</b>  <b>A-02944</b>

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

**An Easement over and across the following described property:**

Commence at the NW corner of the NW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence South 02 degrees 01 minutes 42 seconds East along the West line of said 1/4-1/4 Section a distance of 236.20 feet to the point of beginning; thence continue along the last described course a distance of 280.10 feet; thence North 87 degrees 47 minutes 13 seconds East a distance of 487.67 feet to the Westerly right of way of U.S. Highway 31; thence North 09 degrees 22 minutes 07 seconds East along said right of way a distance of 190.57 feet; thence North 12 degrees 20 minutes 18 seconds West along said right of way a distance of 126.61 feet; thence South 50 degrees 37 minutes 59 seconds West and leaving said right of way a distance of 140.21 feet; thence North 85 degrees 44 minutes 10 seconds West a distance of 114.95 feet; thence North 83 degrees 53 minutes 34 seconds West a distance of 279.74 feet to the point of beginning. Situated in Shelby County, Alabama.

**NOTE: See Requirement 4a on Schedule B – Part I.**

# EXHIBIT B

This is a legally binding contract, if not understood, consult an attorney.

## REAL ESTATE PURCHASE AND SALE CONTRACT

This REAL ESTATE PURCHASE AND SALE CONTRACT (the "Contract") is made by and between **HAYNES-WHITTAKER** ("Seller"), and **PACES COMMERCIAL REAL ESTATE CORPORATION**, a Georgia corporation, or assigns ("Buyer"). Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The terms and conditions of the Contract shall be as follows:

**1. EFFECTIVE DATE:** The "Effective Date" of this Contract shall be the date Ellis, Head, Owens & Justice Law Firm, 113 N. Main St., Columbiana, AL 35051-0587 (the "Escrow Agent") acknowledges, in writing, receipt of the Earnest Money (as defined below).

**2. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate, together with all appurtenances thereto and any improvements thereon containing approximately **9,583 square feet, in the City of Calera, Shelby County, State of Alabama**, as more particularly described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto (the "Property"). The exact size of the Property and legal description shall be determined from the Survey (as defined below) to be produced by Buyer prior to Closing in accordance with paragraph 8 below. Seller agrees to convey good and marketable title to Buyer upon Buyer's payment of the Purchase Price (as defined below) to Seller in accordance with paragraph 4 below.

**3. EXCEPTIONS:** The title to the Property shall be subject to the Permitted Exceptions (as defined below), zoning ordinances and laws and the following: **Nothing Additional.**

**4. PURCHASE PRICE:** The total purchase price for the Property is **Ninety-five Thousand and NO/100 Dollars (\$95,000.00)** (the "Purchase Price"), payable by Buyer to Seller as follows: within ten (10) days after this Contract is last executed, Five Thousand Dollars and NO/100 (\$5,000.00) (the "Earnest Money") to be deposited in a non-interest bearing insured trust or escrow account at **Ellis, Head, Owens & Justice Law Firm, 113 N. Main St., Columbiana, AL 35051-0587** (the "Escrow Agent"); the balance of the Purchase Price, in full, shall be paid to Seller at Closing in immediately available funds.

**5. CLOSING DATE:** The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent within thirty (30) days after satisfaction of all contingencies herein stipulated. Seller shall deliver tenant-free possession of the Property at Closing.

**6. EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing and upon Closing all such debts upon the Property shall be discharged from Seller's proceeds.

**7. PRORATIONS:** The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of the date of Closing. Seller shall pay, in full, all tax liens, including, without limitation, all farm use and/or rollback taxes, special assessments, and material and/or workman liens against the Property upon the date of Closing, whether or not any such lien or special assessment is payable in installments. Seller shall pay, in full, all transfer taxes due to the state upon



the date of Closing. The general ad valorem taxes becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. If the amount of the general ad valorem tax cannot be ascertained as of the date of Closing, proration shall be computed on the amount for the preceding year's general ad valorem tax and adjusted upon receipt of the actual bills. Unless otherwise agreed to by the parties, Buyer shall receive a credit at Closing in the amount of Seller's share of such ad valorem taxes and Buyer shall be responsible for paying such taxes prior to delinquency. The obligations imposed by this paragraph shall survive Closing.

**8. SURVEY:** If a survey is available and in the possession of Seller, same shall be provided to Buyer within ten (10) days of the Effective Date hereof. Within the Inspection Period (as defined below), Buyer shall cause a topographic and boundary survey to be prepared (the "Survey"). Such Survey shall be sufficient to permit the Title Company (as defined below) to modify the standard printed exceptions in the Title Commitment (as defined below) pertaining to discrepancies in areas or boundary lines, encroachments, overlapping of improvements, or similar matters to read only "any shortages in area." The Survey shall indicate the location of all improvements on the Property, if any. Buyer shall be solely responsible for the cost of the Survey and shall immediately pay for such services.

**9. TITLE INSURANCE:** Buyer may elect to procure a current commitment to issue a title policy (the "Title Commitment"), issued through **Morehead Title Company, 1805 East Blvd., Charlotte, North Carolina, 28203, Attn: Michael Burt** (the "Title Company"). Prior to the end of the Inspection Period, Buyer shall notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment (such notice being referred to as "Buyer's Title Notice"); provided, however, that Buyer shall have no obligation to object to defects relating to: (A) deeds of trust, mechanics' or materialmen's liens, judgments or any other defects which may be cured by the application of money (collectively the "Lien Defects") or (B) parties in possession of any portion of the Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of Buyer and Seller that Lien Defects and Possessory Defects shall automatically qualify as objections to title to the Property, and Buyer shall be entitled to apply all or any portion of the Purchase Price at Closing to cure Lien Defects and to delay Closing upon discovery of any Possessory Defects. Any matters to which Buyer does not object to in the Buyer's Title Notice shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object to in the Buyer's Title Notice, Seller shall have thirty (30) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by Seller before Closing. If Seller does not cure the objections within the time specified in this paragraph, or if Seller chooses not to cure the objections, Buyer may either elect to cure the objections to title with Seller's cooperation and at no cost to Seller or Buyer may terminate this Contract by written notice to Seller, whereupon the Earnest Money and any Additional Earnest Money (as defined below) shall be returned to Buyer and this Contract shall be of no further force and effect (except those provisions that expressly survive termination). In all events, Seller shall be obligated to remove or cause Escrow Agent to insure over mechanic's, materialmen's and similar liens attributable to work performed on or about the Property by Seller and Seller shall further be obligated to remove mortgages, deeds of trusts and similar consensual liens against the Property. At Closing, Seller shall deliver and pay for an owner's



ALTA title insurance policy prepared in accordance with the requirements of the Title Commitment and insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recordation of Seller's Special Warranty Deed (the "Deed"), subject only to the Permitted Exceptions.

**10. RISK OF LOSS; TRANSFER OF POSSESSION:** Until Closing, risk of loss to the Property shall be upon Seller. At Closing, Seller shall deliver the Property to Buyer free and clear of any and all leases, tenancies, or persons in possession.

**11. INSPECTIONS:** Within ten (10) days after the Effective Date, Seller shall deliver copies of all title insurance policies (including copies of all exceptions listed therein), surveys, environmental reports (including any Phase I or Phase II site assessments), soil reports, tax bills and zoning information pertaining to the Property in the possession or control of the Seller. It is understood that Buyer will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to Seller for removing the Property from the market.

Beginning on the Effective Date of this Contract and continuing for a period of one hundred eighty (180) days thereafter, as may be extended pursuant to paragraph 12 below (the initial one hundred eighty (180) day period and any extension thereafter collectively referred to herein as the "Inspection Period"), Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller acknowledges and agrees that there are numerous material contingencies to Buyer's acquisition of the Property, including, but not limited to, obtaining necessary governmental approvals and permits, curb cut authorizations, necessary access rights, zoning, availability of utilities, and Buyer's determination of the economic feasibility and general suitability of the Property for Buyer's proposed use. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer. In the event Buyer determines in its sole and absolute discretion that the Property is not suitable for Buyer's intended use within the Inspection Period, Buyer may elect to terminate this Contract by delivering written notice to Seller and Escrow Agent on or prior to the date of expiration of the Inspection Period. If this Contract is terminated, the Earnest Money shall be distributed pursuant to the provisions of paragraph 21, and neither party shall have any further obligations hereunder. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property upon Closing. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, in no event shall the Buyer have any liability to Seller for any diminution in the value of the Property resulting from any defect, environmental conditions or property conditions discovered by the Buyer in its examinations described in this paragraph. Buyer's obligations imposed by this paragraph shall survive termination of this Contract for a period of one (1) year.

**12. EXTENSIONS:** In the event Buyer is unable to complete its inspection and evaluation of the Property within the Inspection Period, Buyer may extend the Inspection Period on a month-to-month basis with the payment of Two Thousand and NO/100 Dollars (\$2,000.00) per month to the Escrow Agent as "Additional Earnest Money" upon delivering written notice to Seller and the Escrow Agent on or prior to the expiration of the Inspection Period or any subsequent extension thereof. Any such payments made by Buyer shall be non-refundable for any reason other than Seller's default or Buyer's termination pursuant to paragraph 9 above, but, upon Closing, shall be applied to the Purchase Price. Buyer's right to extend the Inspection Period hereunder shall be limited to an additional six (6) months.

**13. ENVIRONMENTAL HAZARDS:** In the event underground storage tanks, petroleum products or any hazardous substances or hazardous waste, as defined by any federal, state or local statute, law, ordinance, or regulation are discovered on the Property ("Environmental Matters"), whether installed, placed or disposed of by Seller or a previous owner, Seller shall be responsible for any costs and expenses related to the removal of any such Environmental Matters, including, without limitation, any remediation, in compliance with any federal, state or local environmental regulations. If the removal of any such Environmental Matters, or the remediation, cannot be completed prior to Closing, at Closing, Buyer and Seller shall enter into an environmental escrow agreement which shall provide for Seller's responsibilities for such removal and remediation, indemnity for Buyer and a provision for an escrow and assignment of insurance or state trust funds to cover the costs and expenses in removing any such Environmental Matters, or completion of any remediation or monitoring. The provisions of this paragraph shall survive Closing.

**14. PERMITS; APPROVALS; EASEMENTS:** Seller shall cooperate with Buyer in filing and pursuing governmental approvals and in seeking and making application for curb cuts, zoning, licenses and permits as determined necessary by Buyer, provided such cooperation is at no cost or expense to Seller. Further, Seller and Buyer agree to execute slope, ingress/egress, sanitary/ storm sewer, septic drainfield, sign and temporary construction easements, any permits, licenses or other documents necessary or required for Buyer's proposed development of the Property.

**15. NOTICE OF BUYER'S BROKERAGE:** Buyer is a licensed real estate broker in the state of Georgia and a qualifying broker in the state of Alabama.

**16. REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

**17. REAL ESTATE BROKER:** Seller and Buyer agree that Vicki Tyler of Paces Commercial Real Estate Corporation is representing the Buyer and Diane Knight of Real Estate Associates is representing the Seller (the "Brokers"), and are the only real estate brokers negotiating this sale. The Brokers shall be paid a sales commission equal to **eight percent (8%)** of the Purchase Price upon, and only upon, Closing of this transaction, which shall be equally split by the Brokers. Such sales commission shall be paid by Seller at Closing. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees,



court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

**18. DELIVERY OF DEED AND OTHER DOCUMENTS; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver to Buyer or Buyer's counsel in trust the following: (i) the Deed, (ii) a standard owner's or lien waiver affidavit (including the provisions stating that there are no parties in possession of the Property under unrecorded leases) sufficient for Buyer to obtain title insurance for the Property free from all but the Permitted Exceptions, and (iii) all other documents and funds reasonably necessary to complete Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract.

**19. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Risk of loss to the Property shall be upon Seller until Closing or transfer of possession, whichever occurs last. Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. The provisions of this paragraph shall survive Closing.

**20. FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

**21. TERMINATION:** In the event Buyer terminates this Contract for any reason provided herein, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money, as well as any Additional Earnest Money paid pursuant to paragraph 12 hereof, as full consideration for this Contract and the granting of this right of termination. The balance of the Earnest Money shall be immediately returned to Buyer, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

**22. DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 23 of this Contract:

(a) If Seller defaults, Buyer may either (i) cancel and terminate this Contract, and receive a full refund of the Earnest Money and all Additional Earnest Money or (ii) pursue specific

performance. In the event Buyer elects to terminate this Contract because of Seller's breach or failure to close hereunder, Seller shall compensate Buyer for all costs and expenses actually incurred by Buyer during its inspection, testing, and development of the Property in anticipation of Closing (the "Development Costs").

(b) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money and all Additional Earnest Money as liquidated damages as Seller's sole remedy. The parties hereby acknowledge that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine.

If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the nondefaulting party for all reasonable attorney's fees, court costs and other legal expenses incurred by the nondefaulting party in connection with the default.

**23. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** Upon delivery of the Deed at Closing, the Earnest Money and all Additional Earnest Money shall be credited against the Purchase Price. In the event a valid dispute arises over the disposition of funds or documents deposited with the Escrow Agent, the Escrow Agent shall not be obligated to disburse the disputed portion thereof nor shall Escrow Agent be required affirmatively to commence any action against Buyer or Seller or defend any action that a claimant might commence. In the event a dispute results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent. The parties agree that upon the request of the Escrow Agent, they will execute Escrow Agent's standard form escrow agreement further specifying the rights and obligations of the Escrow Agent.

**24. NOTICES:** All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iii) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

**BUYER:**

Paces Commercial Real Estate Corporation

**SELLER:**

Paula Whitaker



4359 Allenhurst Drive, Ste. 200  
Norcross, Georgia 30092  
Attn: Vicki Tyler

15411 Cerise Ave.  
Gardena, CA 90249

**25. DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) September 21st, 2018.

**26. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.** Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day.

**27. ASSIGNMENT:** Buyer may assign this Contract, provided the assignee assumes, in writing, all obligations and liabilities of Buyer under the Contract. Unless agreed to by Seller, Buyer shall not be relieved of any liability hereunder.

**28. GOVERNING LAW:** This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Alabama.

**29. EFFECT:** This Contract and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

**30. COUNTERPART SIGNATURE:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.

**31. ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Property, and supersedes all other agreements and may be modified only by both parties initialing changes in this Contract or by written agreement.

[Remainder of page intentionally left blank.]

**32. NO RULE OF STRICT CONSTRUCTION:** Each party and its counsel has reviewed and jointly participated in the establishment of this Contract. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply, and no presumptions will be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final deletion of a term contained in a prior draft.

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

SELLER:

BUYER:

**Haynes-Whitaker**

**Paces Commercial  
Real Estate Corporation**

By Paula Whitaker  
Paula Whitaker

By Victoria Tyler  
Victoria Tyler  
President

Date: 9/15/18 11:52:49 AM  
PDT

Company license # 000118609  
Qualifying broker license # 000030698

By Robert Haynes Jr.  
Robert Haynes Jr.

Date: 9/17/18

Date: 9/17/18

By Henry Haynes  
Henry Haynes

Date: 9/15/18 3:09:05 PM  
PDT

By Martha Haynes  
Martha Haynes

Date: 9/15/18 3:09:05 PM  
PDT

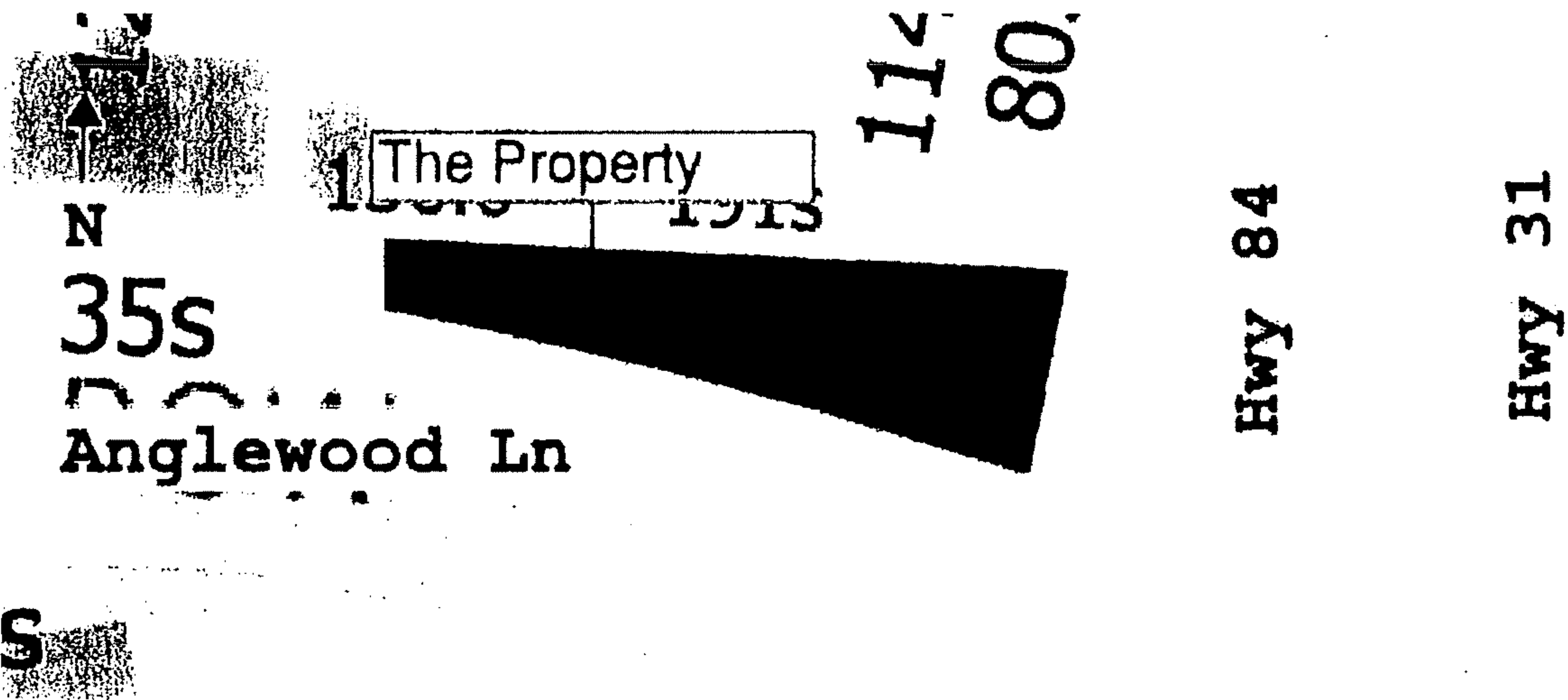
**EXHIBIT "A"**  
**Property Description**

The Property shall be conveyed to Buyer net of any right-of-way existing or required in the future for Buyer's development, and is generally described as follows:

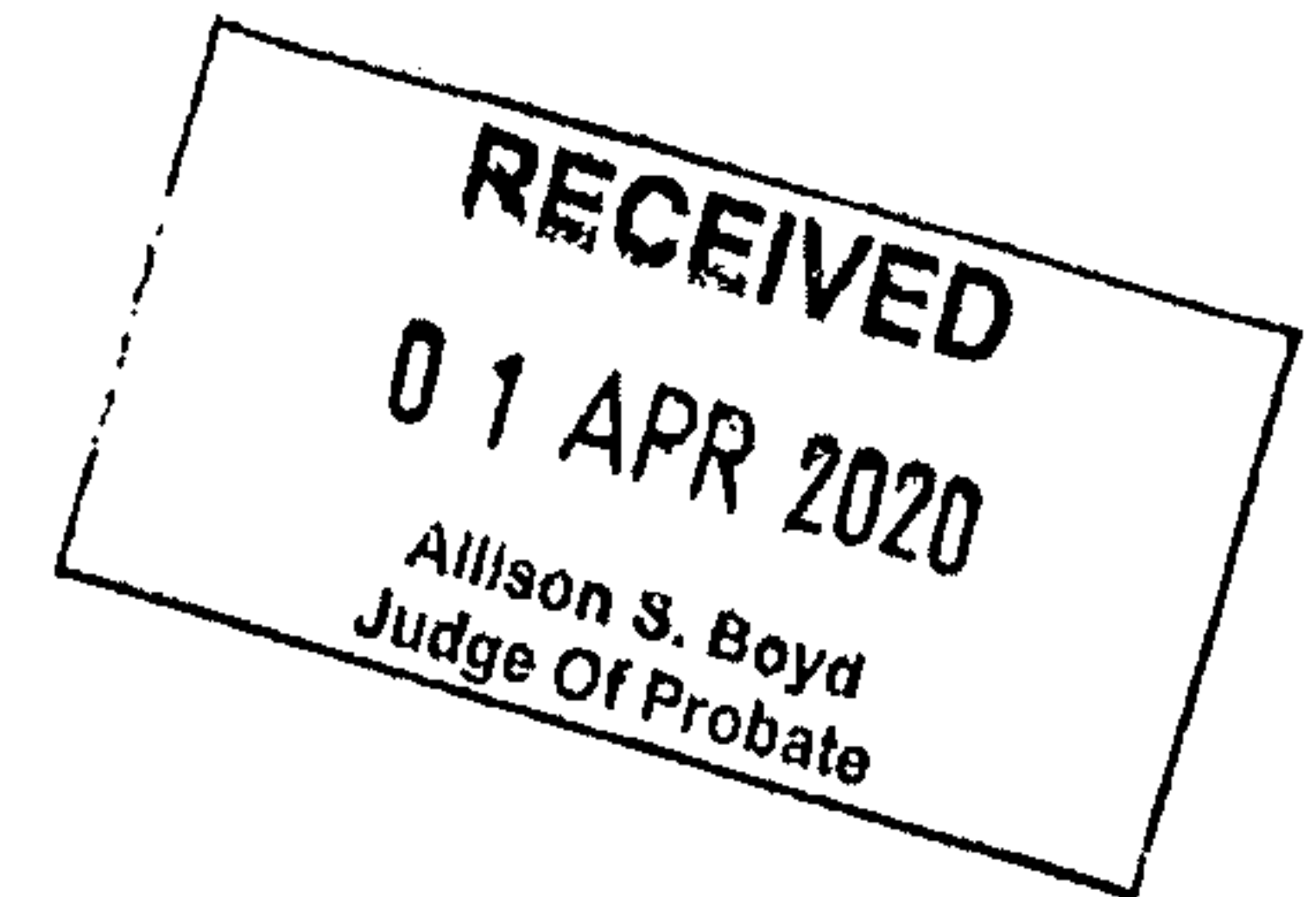
Approximately 9,583 +/- square feet of land located at the northwest corner of the existing Highway 31 right-of-way and Anglewood Lane, in the City of Calera, Shelby County, Alabama, having approximately 30 +/- feet of frontage along U.S. 31, along with all of Seller's right, title and interest in and to any portion of the streets adjacent thereto commonly known as Highway 31, Highway 84 and Anglewood Lane and any property owned by Seller between the Property and such streets.

A depiction of the Property is set forth on Exhibit "A-1".

EXHIBIT "A-1"  
Property Depiction







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**THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE CONTRACT**

This Third Amendment to Real Estate Purchase and Sale Contract ("Amendment") is made by and between, **Paula Whitaker, Robert Haynes Jr., Henry Haynes, and Martha Haynes** (collectively, "Seller"), and **PACES COMMERCIAL REAL ESTATE CORPORATION**, a Georgia corporation ("Buyer"), as of the \_\_\_\_\_ day of January, 2020.

**RECITALS:**

A. Seller and Buyer previously entered into that certain Real Estate Purchase and Sale Contract last dated September 17, 2018, as amended by that certain First Amendment to Real Estate Purchase and Sale Contract dated November 15, 2019, as amended by that certain Second Amendment to Real Estate Purchase and Sale Contract dated January 6, 2020 (the "Agreement") pertaining to an approximately 9,583 square foot parcel in the City of Calera, Shelby County, Alabama, as more particularly described in the Agreement. Capitalized terms, not otherwise defined in this Amendment, shall have the same meaning ascribed to such terms in the Agreement.

B. Seller and Buyer desire to amend the Agreement in order to extend the date of Closing, all under the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. **RECITALS.** The Recitals set forth above are true and correct and are adopted and incorporated herein by reference.

2. **CLOSING.** Seller and Buyer hereby agree that, subject to the satisfaction of all of the conditions of the Agreement or the waiver in writing thereof by Buyer, the date of Closing shall occur on or before **April 17, 2020.**

3. **RATIFICATION.** Except as set forth herein, the Agreement shall remain in full force and effect and unmodified, and the Agreement, as amended hereby, is hereby ratified, confirmed and approved in all respects.

4. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Amendment, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart.

[EXECUTION BEGINS NEXT PAGE]

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IN WITNESS WHEREOF, the parties have executed and sealed this Amendment as of the date first above written.

**SELLER:**

DocuSigned by:  
Paula Whittaker  
Paula Whittaker

DocuSigned by:  
Robert Haynes Jr.  
Robert Haynes Jr.

Henry Haynes

DocuSigned by:  
Henry Haynes and Martha Haynes  
Martha Haynes

**BUYER:**

**PACES COMMERCIAL REAL  
ESTATE CORPORATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/05/2020 02:23:23 PM  
\$91.00 CHERRY  
20200605000227830

Allie S. Bayal

I certify this to be a true and  
correct copy Allie S. Bayal  
Probate Judge  
Date 6-4-2020 Shelby County  
# pages 29  
Initial ASB