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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
SHELBY COUNTY

REALTY SALES AGREEMENT

THIS AGREEMENT made and entered into this the 26 day of January, 2021, Clifford J. DuBose, Jr. and April R. DuBose ~~et~~/k/a April R. Wynn, hereinafter designated as Seller, and Anaik, LLC, hereinafter designated as Purchaser.

WITNESSETH:

The Purchaser hereby agrees to buy and the Seller hereby agrees to sell and convey, on the terms hereinafter provided, the following described property, to wit:

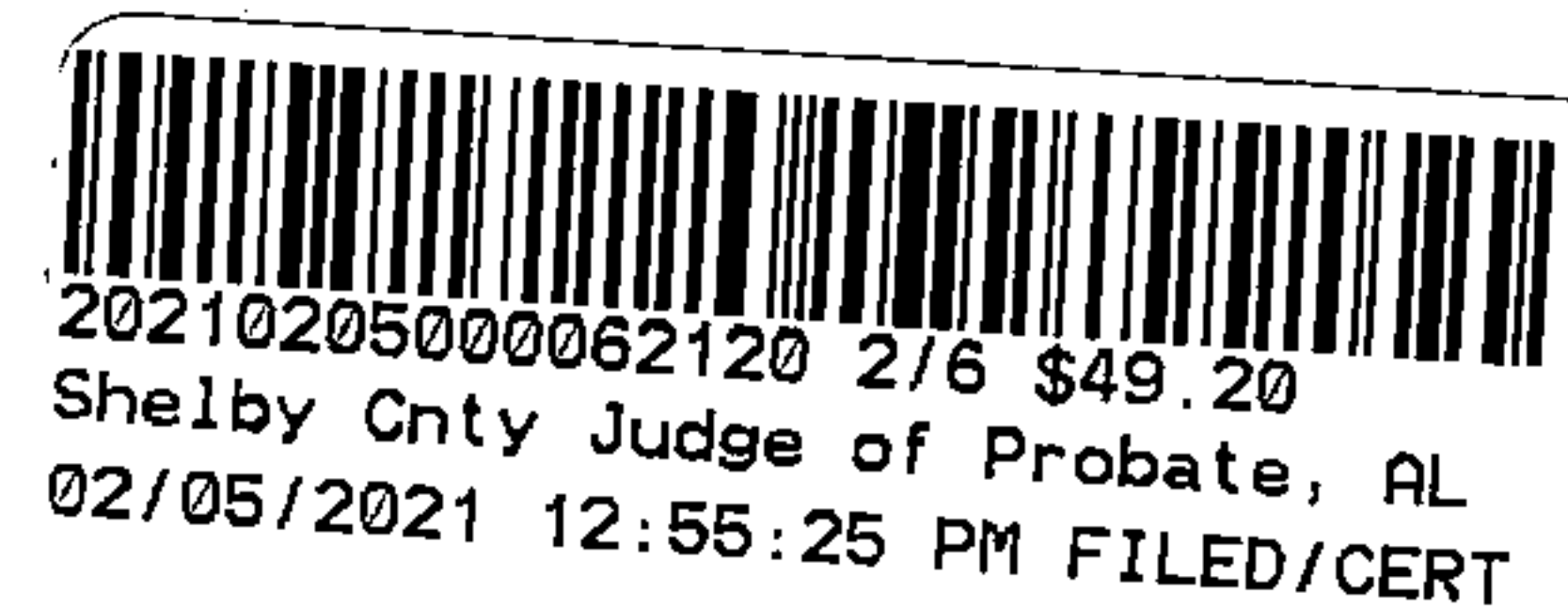
A parcel of land described as follows: See attached Exhibit A; situated in Shelby County, Alabama.

Physical Address: 566 Hwy 17, Montevallo, Alabama 35115
Parcel Id.: 27 4 17 3 001 036.000

This property does not constitute homestead for the Grantor. N/A ☐ The transaction includes the sale of land as well as any and all structural improvements including the manufactured home presently located on the site and described as _____ (year), _____ (Model), _____ (Serial number[s]).

- (1) The purchase price shall be \$36,000.00 Dollars, whereby the Seller acknowledges a nonrefundable down payment of \$7,200.00, thus yielding a principal loan balance of \$28,800.00 being financed together with interest upon the unpaid portion thereof from said date at the rate of 0.0 per cent per annum, in 35 total monthly installments of Five Hundred & no/100 (\$500.00) Dollars, commencing on the 15th day of February, 2021 and each month thereafter until the 15th day of December, 2023 with a final installment of Eleven Thousand Three Hundred and no/100 (\$11,300.00) Dollars due on or before the 15th day of January, 2024. Payments to be received by Seller at 233 Doyle Drive, Montevallo, Alabama 35115. Any payment received after the 25th of each month shall carry a Ten (10%) percent penalty (\$50.00).
- (2) The Purchaser shall not sell or assign this agreement or said premises or any part thereof without first obtaining the written consent of the Seller. Seller expressly reserves the right to sell and/or assign the same subject the terms spelled out herein.

- (3) Right of Possession passes to Purchaser upon execution of this agreement.
- (4) This sell is "as is" except as may be provided otherwise herein. The Purchaser acknowledges receipt of the premises herein described in their present condition and agrees not to do or suffer any waste or nuisance upon said premises or to injure, overload or deface the same or any part thereof or to suffer or permit the same, during or at the termination of this agreement. It is also understood that the Purchaser shall be responsible for all maintenance of the premises during the term of this agreement and shall be required to continue the same in its present condition.
- (5) This agreement is made upon the express condition that the Seller shall be free from all liabilities and claims (except as noted herein) for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the Purchaser, his agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereon during the term of this agreement, or occasioned by any occupancy or use of said premises or any activity carried on by Purchaser in connection therewith, and Purchaser hereby covenants and agrees to indemnify and save harmless the Seller from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- (6) During the term of this agreement, Purchaser shall comply with all laws and ordinances and regulations, including, but not limited to, those effecting the use or occupation of said premises, and shall not participate in any illegal activities on the said premises nor will they permit the same thereon and further, that the Purchaser will exonerate and hold harmless the Seller for any such activity thereon and/or any legal prosecutions, liabilities or claims related thereto; The Purchaser further agrees to hold the Seller completely harmless against any and all government seizures maintained against the said premises during the term of this agreement and in the event thereof, to continue to remain liable for the payment of all payments and obligations provided hereunder.
- (7) Seller and Purchaser agree that all improvements placed upon the premises during the term of this agreement shall remain on the property and shall become a part of the same.
- (8) It is understood and agreed that upon payment in full of the consideration described in paragraph one (1) hereinabove, the Seller shall promptly execute a good and sufficient warranty deed (and certificate of title if applicable) conveying title in fee simple to the premises as well as a bill of sale to said land and mobile home free and clear of all encumbrances and shall deliver said conveyance to the



Purchaser without further expense beyond the consideration herein described. If, however, the Purchaser shall become delinquent in the payment of the consideration outlined in the said paragraph one (1) hereinabove, for a period of time in excess of thirty (30) days from the date payment of such consideration is due, or in the additional event that the Purchaser shall violate or not comply with any of the terms and conditions of this agreement, then and in either of said events, the Seller shall have the right of immediate re-entry and the provisions of this agreement shall be considered to be terminated and all sums paid hereunder shall be forfeited by the Purchaser in favor of the Seller and the balance payable hereunder, at the sole election of the Sellers, shall be immediately due and payable in full. In said event, the Purchaser shall be liable in full for any court costs or reasonable attorney's fees incurred in connection with the failure of the Purchaser to comply with the terms of this agreement.

- (9) The failure of the Seller to insist on Strict Performance on any of the provisions of this Realty Sales Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such provision, but the same shall remain in full force and effect.
- (10) It is understood and agreed by and between the parties hereto that this agreement shall be binding upon the heirs, executors, administrators or other legal representatives and/or legal successors to the parties to this agreement.
- (11) It is understood and agreed that during the term of this agreement, the Purchaser shall be responsible for paying all ad valorem taxes incurred on the property beginning tax year 2021 (payable on or about the 1st day of October, 2021). Seller shall pay all sums due prior to said date.




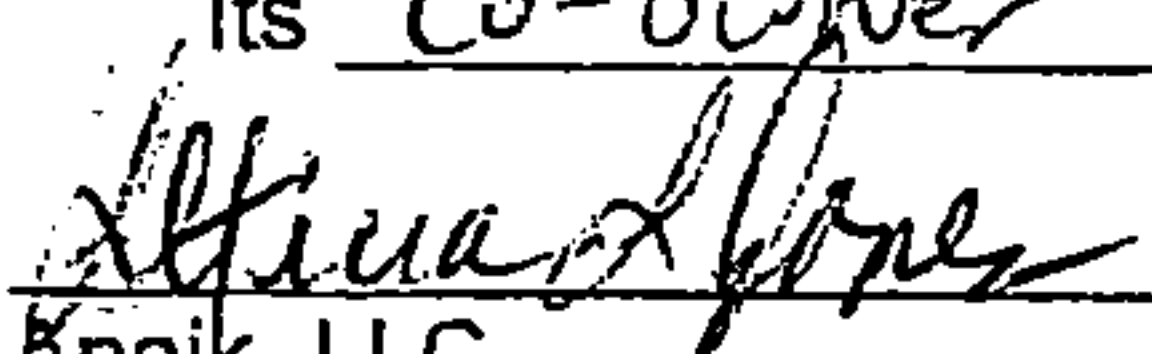
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- (12) The Purchaser shall maintain hazard insurance (in name of Seller) on the subject property (home) during the term of this agreement in an amount no less than the principal balance on said debt created herein. Purchaser acknowledges that this insurance is protection against risk of loss of the home and not necessarily the contents therein. The Purchaser shall bear risk of loss as to all personal items located in and about the premises and for this reason may secure contents coverage at his option. In the event that Seller pays said premium, Purchaser agrees to fully reimburse Seller within 30 days of giving notice of payment.
- (13) Purchaser may pre-pay without penalty.
- (14) Purchaser shall not remove timber from subject property prior to deed transfer without receiving written consent of Seller.
- (15) The Purchaser agrees to pay any and all costs of collection/eviction including but not limited to reasonable attorney fees incurred by the Seller in the enforcement of this agreement.
- (16) It is further understood and agreed by the Sellers and the Purchaser that the agreements contained herein represents all agreements and conditions agreed upon, and that there are no oral agreements between the parties, and that any additional agreements between the parties shall be in writing and once properly executed, attached hereto and made a part hereof.
- (17) The Purchaser shall pay costs of closing the transaction at final closing which shall include attorney fees and title insurance as well as any charges as required by Purchaser's lender.


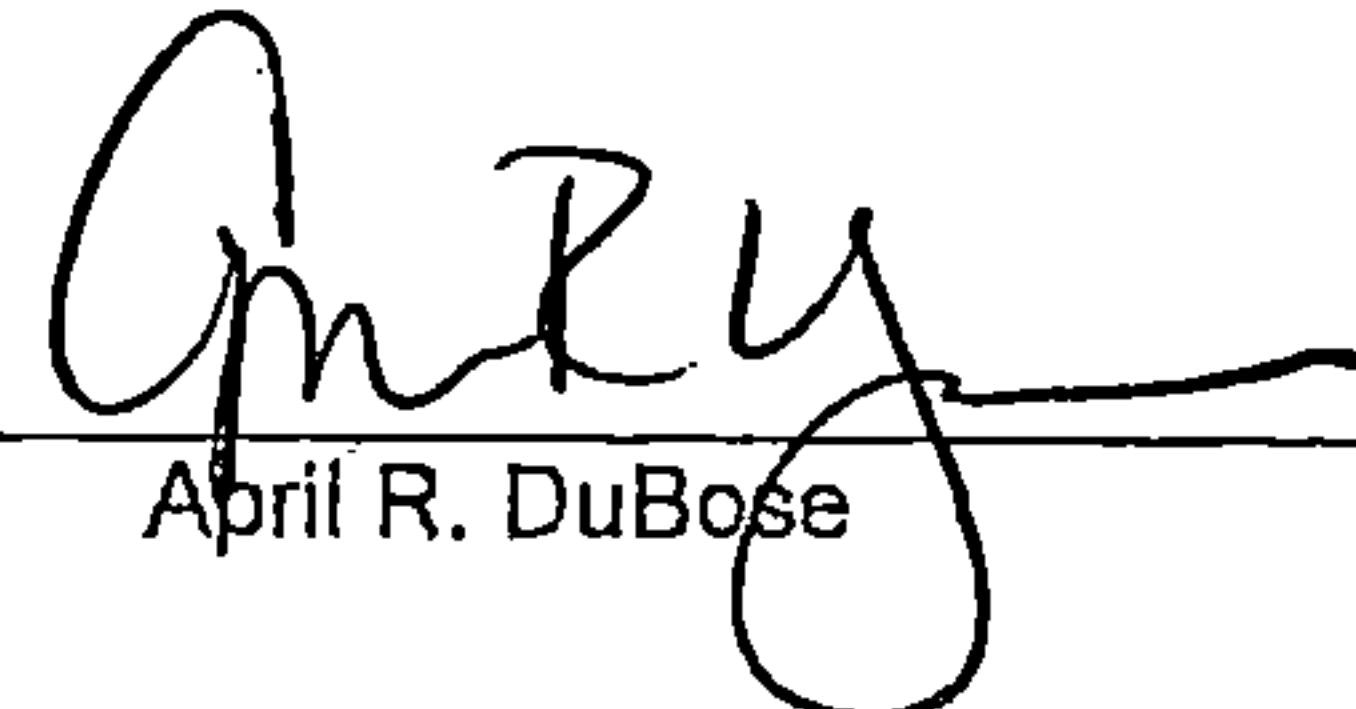
THIS IS A LEGALLY BINDING AGREEMENT. READ IT BEFORE YOU SIGN.

Done this the 30 day of January, 2021.


PURCHASER:


Anak, LLC
By: Kenneth E. Jones
Its Co-owner

Anak, LLC
By: Leticia L. Jones
Its Co-partner

SELLER:


Clifford J. DuBose

April R. DuBose

JOSEPH A VENUTO
NOTARY PUBLIC
REG. #7177297
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 03/31/2024


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(Purchaser)

2021.

Sworn to and subscribed before me on this the 20 day of January

JOSEPH A VENUTO
NOTARY PUBLIC
REG. #7177297
COMMONWEALTH OF VIRGINIA
COMMISSION EXPIRES 03/31/2024



Notary Public

My Commission Expires: 03/31/2024

(Seller)

Sworn to and subscribed before me on this
the 26th day of January, 2021.

THIS INSTRUMENT WAS PREPARED BY:
LAW OFFICES OF CHRISTOPHER R. SMITHERMAN, LLC
ATTORNEY AT LAW
POST OFFICE BOX 261
725 WEST STREET
MONTEVALLO, ALABAMA 35115
(205) 665-4357


Notary Public
MCE 05/01/2024

CHRIS SMITHERMAN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 01, 2024



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Exhibit A

A part of the SE 1/4 of the SW 1/4 of Section 17, Township 22 South, Range 3 West, more particularly described as follows: Commence at the SW corner of said Quarter-Quarter Section and run thence North along the Eastern margin of the right of way line of the Montevallo and Dogwood Public road a distance of 660 feet, more or less, to the South bank of a ditch crossing said road for the point of beginning; thence turn to the right and run Easterly along the South bank of said ditch a distance of 210 feet to a point; thence turn to the left and run Northerly parallel with the Western right of way line of said public road a distance of 105 feet to a point; thence turn to the left and run Westerly parallel with the South bank of said ditch a distance of 210 feet; more or less, to a point on the Eastern right of way line of said Montevallo and Dogwood public road; thence turn to the left and run Southerly along the Eastern right of way line of said public road a distance of 105 feet, more or less, to point of beginning. Situated in Shelby County, Alabama.

For information purposes only, the property address is purported to be:
566 Hwy. 17, Montevallo, AL 35115



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