

20200813000348010 1/12 \$55.00
Shelby Cnty Judge of Probate, AL
08/13/2020 12:13:04 PM FILED/CERT

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 5th day of January, 2019

BETWEEN:

20210419000193740 1/11 \$52.00
Shelby Cnty Judge of Probate, AL
04/19/2021 11:34:04 AM FILED/CERT

5 star llc of 4436 galen cove, vestavia al 35242

(the "Seller")

OF THE FIRST PART

AND

Kenneth Martin of 6230 CR 26, Columbiana AL 35051

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

SALE OF PROPERTY

1. On the 5th day of January, 2019, the Seller, for and in consideration of the sum of \$542,900.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:
6230 cr 26, columbiana al 35051, for legal description See exhibit A (the "Premises").

PURCHASE PRICE

2. The purchase price (the "Purchase Price") of the Premises is \$542,900.00. The Purchaser agrees to pay \$35,000.00 (\$10,000 was paid 7/1/2018 and \$25,000 is deferred and will be due 3/1/2019) and

the balance of the Purchase Price being payable in monthly installments of \$3,379.07, due on the 1st of each month, beginning on ~~January~~ ^{February} 1, 2019 until the Purchase Price is paid in full.

INTEREST CHARGES

3. Interest of 7% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

LUMP SUM PAYMENTS

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

PROPERTY TAXES AND ASSESSMENTS

5. For the duration of this Agreement, the Purchaser will be responsible for all taxes, and assessments levied against the Premises.

INSURANCE

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.
7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.
8. The Purchaser is hereby advised and understands that the Premises is not insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the

Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.

9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.
10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon renewal of such insurance within two weeks of renewal.

PURCHASER'S DEFAULT

11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.
12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.
13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.
14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

SELLER'S RIGHT TO REINSTATE AGREEMENT AFTER DEFAULT



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15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

(i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;

(ii) cure any defaults that have occurred; and

(iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.

16. All payments made under the preceding provision must be made in a form acceptable to both parties.

ASSIGNMENT OR SALE OF THE PREMISES

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

DEED AND EVIDENCE OF TITLE

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances except for the following liens, charges, and encumbrances: EVA bank line of credit for 406,000 will remain in place until contract is paid in full in 3 years.

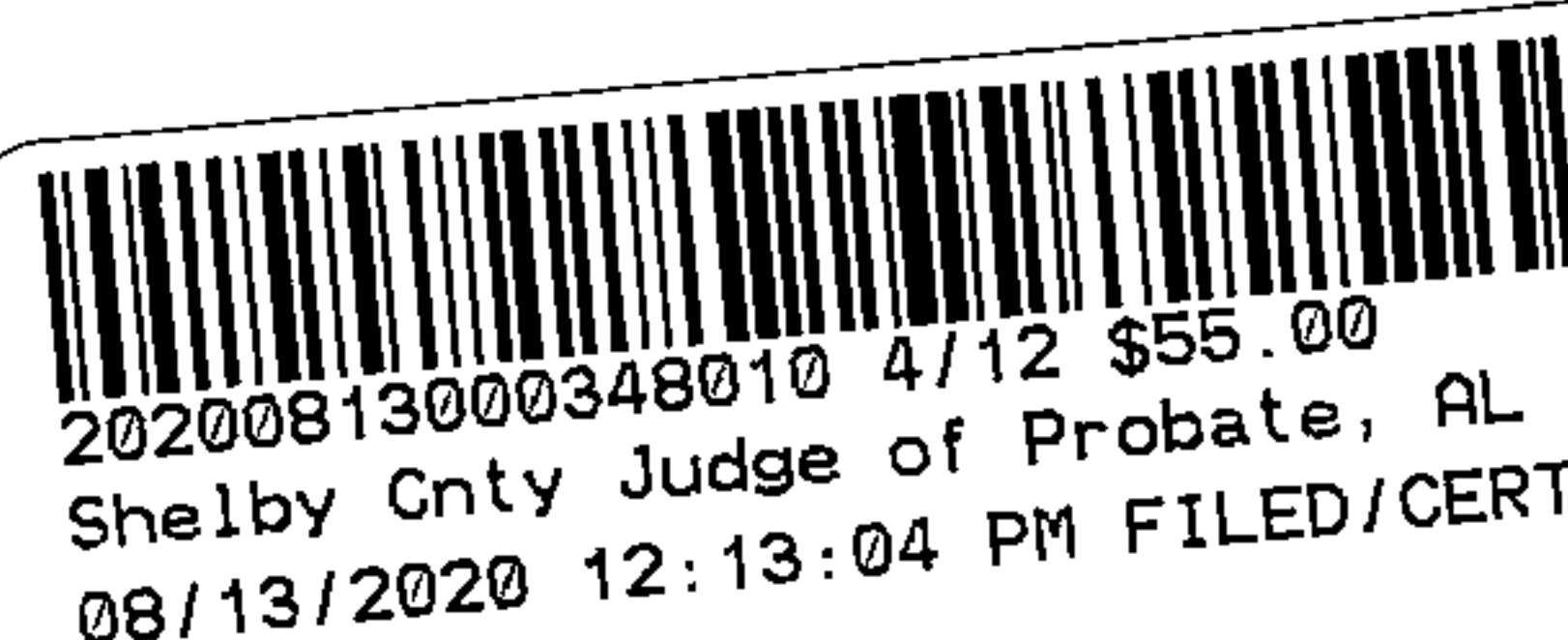
DISCLOSURE REQUIREMENTS

19. The Purchaser and the Seller shall make all disclosures required by law.

NOTICES

20. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:



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If to the Seller:

5 star llc of 4436 galen cove, vestavia al 35242.

CHARGES FOR LATE PAYMENT

21. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of \$250.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

CONVEYANCE OR MORTGAGE BY SELLER

22. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser.
23. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

SECURITY

24. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

TIME OF THE ESSENCE

25. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

ATTORNEY FEES



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26. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

ENTIRE AGREEMENT

27. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

AMENDMENTS

28. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

WAIVERS

29. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

SEVERABILITY

30. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Alabama (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
31. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

INTERPRETATION



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32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

JOINT AND SEVERAL LIABILITY

33. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

HEIRS AND ASSIGNS

34. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

ADDITIONAL CLAUSES

35. A Balloon payment will be due on ^{1/1/2022}~~12/1/2021~~ for the principal balance of the loan. (If 35 payments of 3379.07 are made on time as scheduled the principal balance will be \$494,655.31 which is the amount that will be due on ~~12/1/2021~~). See loan Amortization schedule exhibit B.

36. \$10,000 down payment was paid 7/1/2018 (8,000 cash and seller purchased a trailer valued at 2,000 from buyer for a total of 10,000), the remaining \$25,000 is a deferred down payment and will due 3/1/2019.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 5th day of January, 2019.

Witness: Michelle Lee (Sign)

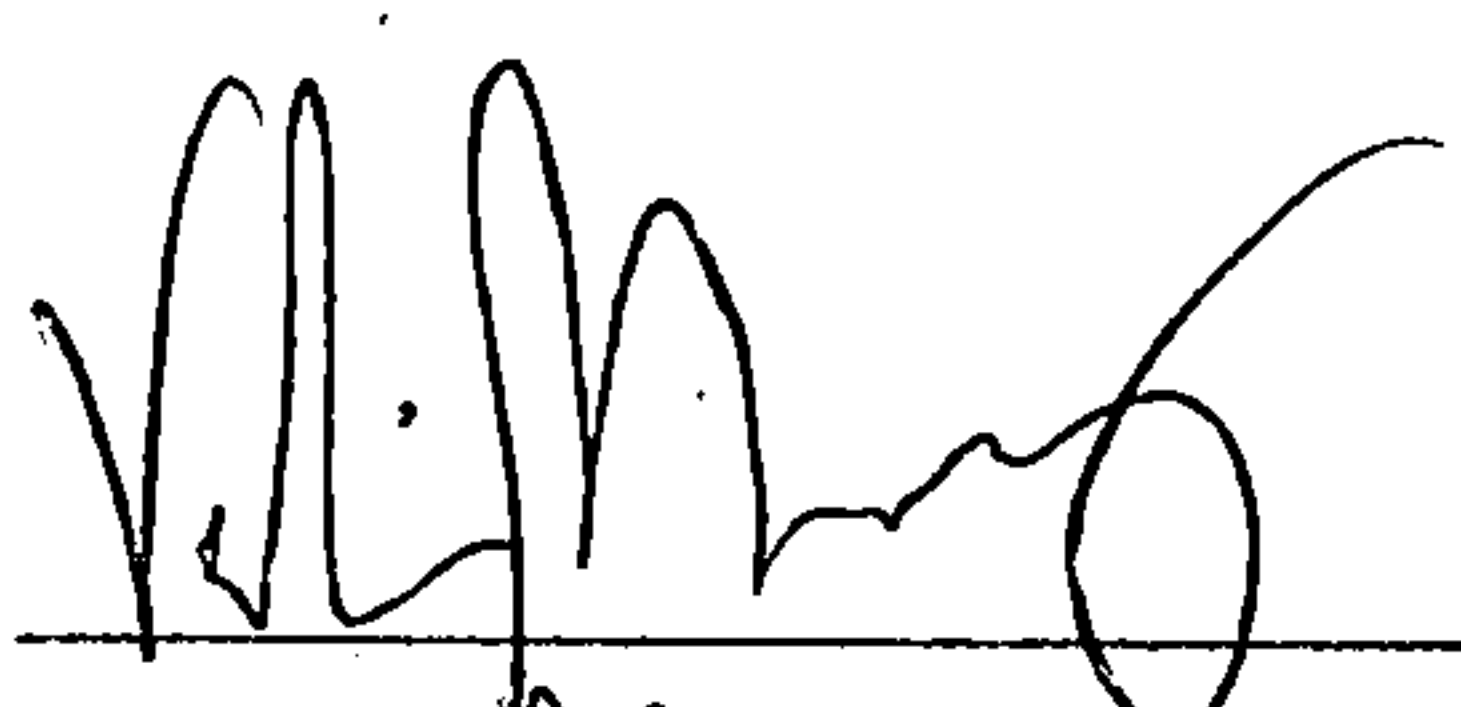
NECKFE LEE (Print)

[Signature]
5 Star LLC (Seller)

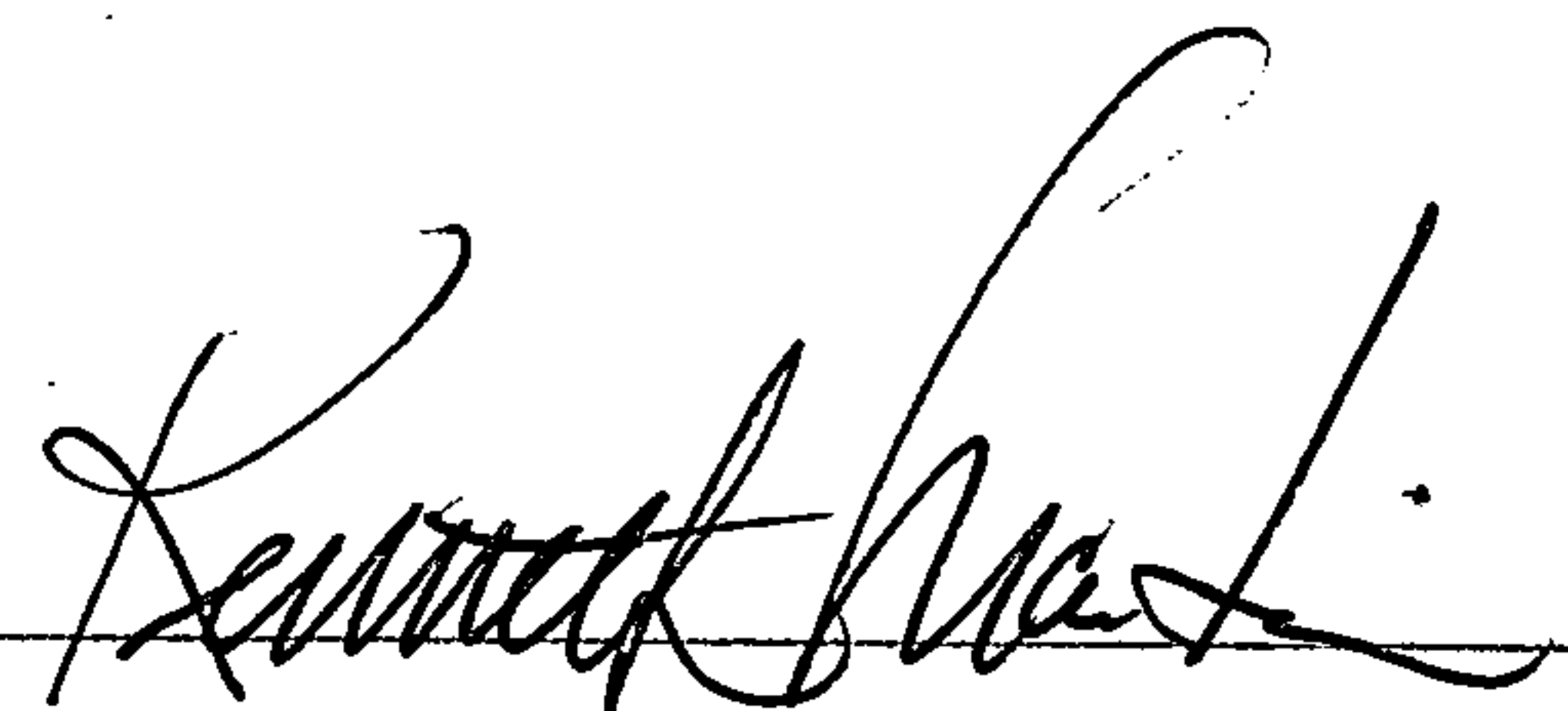
Randy Viss





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Witness:  (Sign)

Valerie Massell (Print)


Kenneth Martin (Purchaser)


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SELLER ACKNOWLEDGMENT

STATE OF ALABAMA

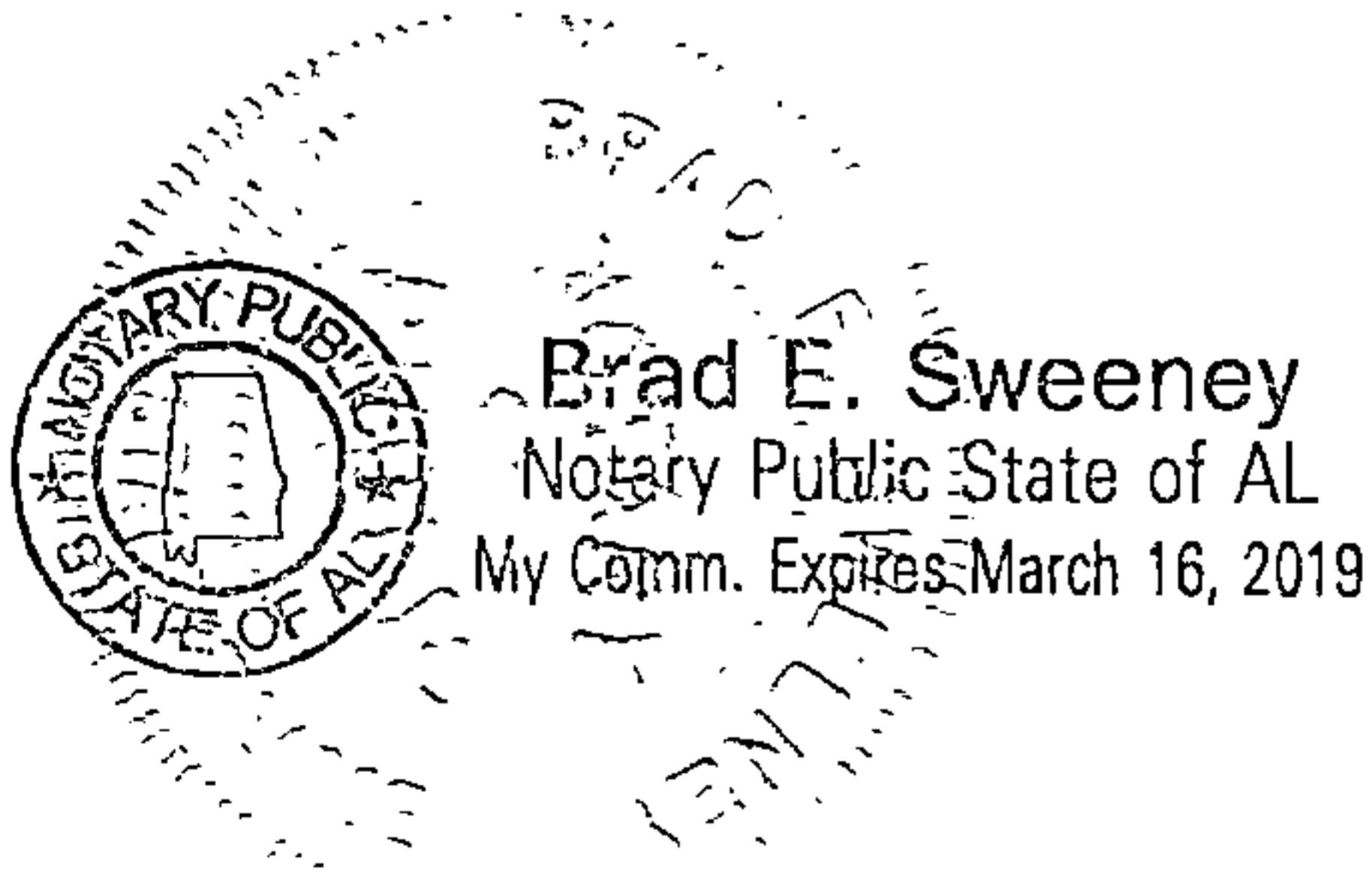
COUNTY OF SHELBY

I BRAD E. SWEENEY, a Notary Public in and for said County and State, hereby certify that Randy 5 star llc whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 5th day of January, 2019.

[Signature] (Notary Public Signature)

Notary Public

My commission expires: 3/16/2019



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PURCHASER ACKNOWLEDGMENT

STATE OF ALABAMA

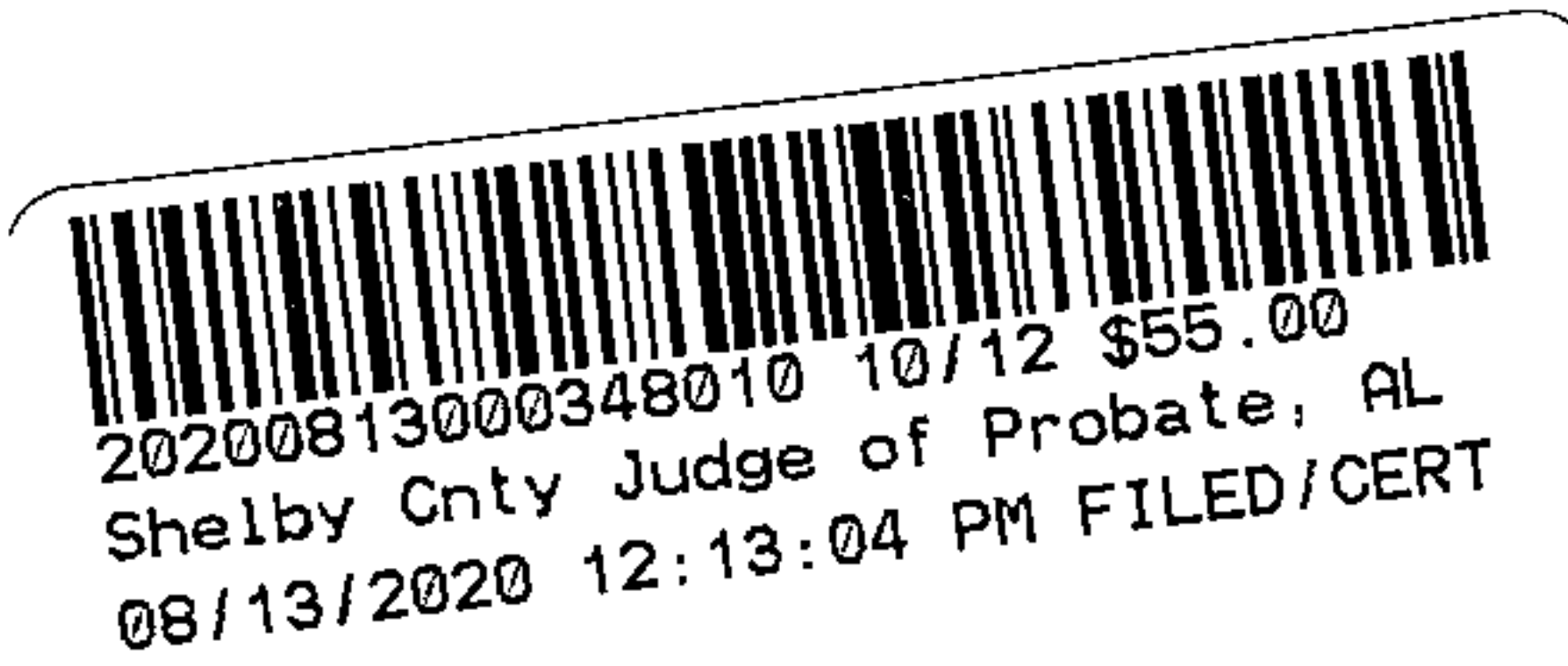
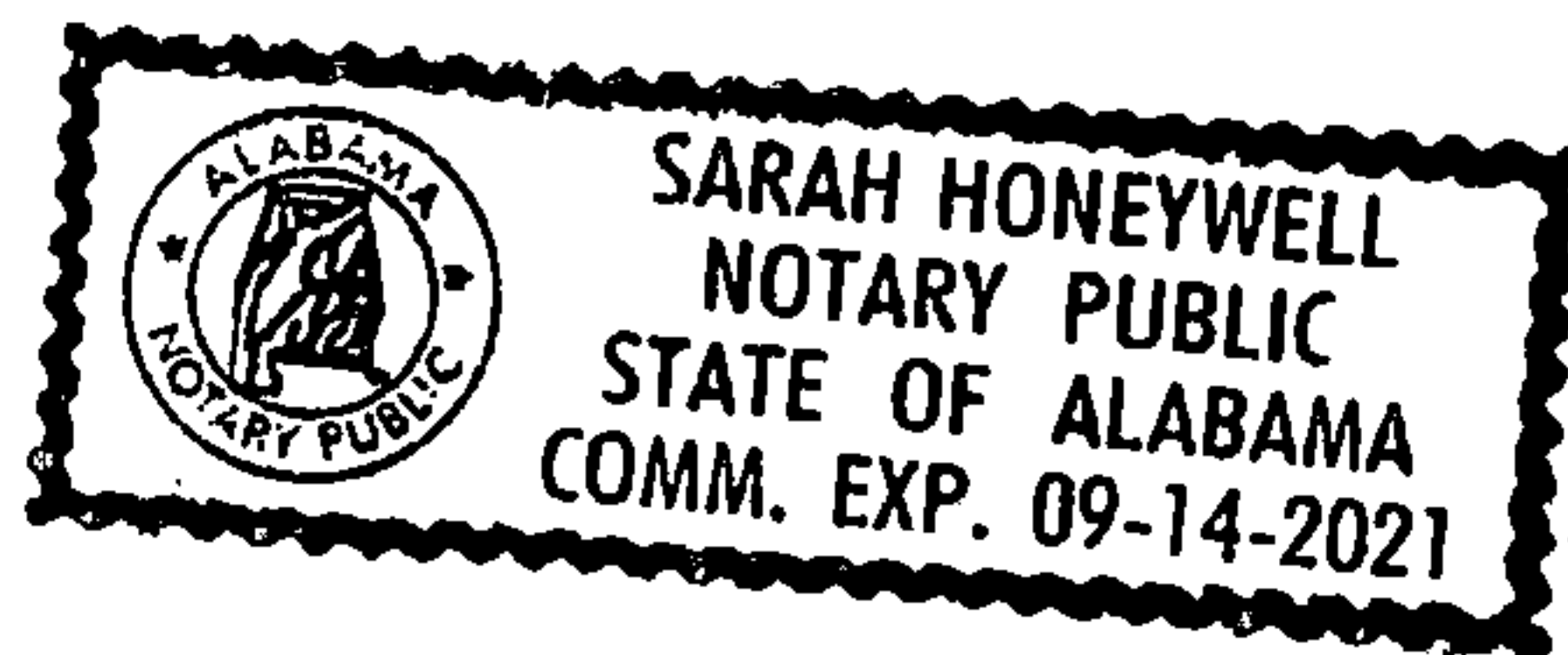
COUNTY OF Shelby

I Sarah Honeywell, a Notary Public in and for said County and State, hereby certify that Kenneth Martin whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 5th day of January, 2019.

[Signature] (Notary Public Signature)

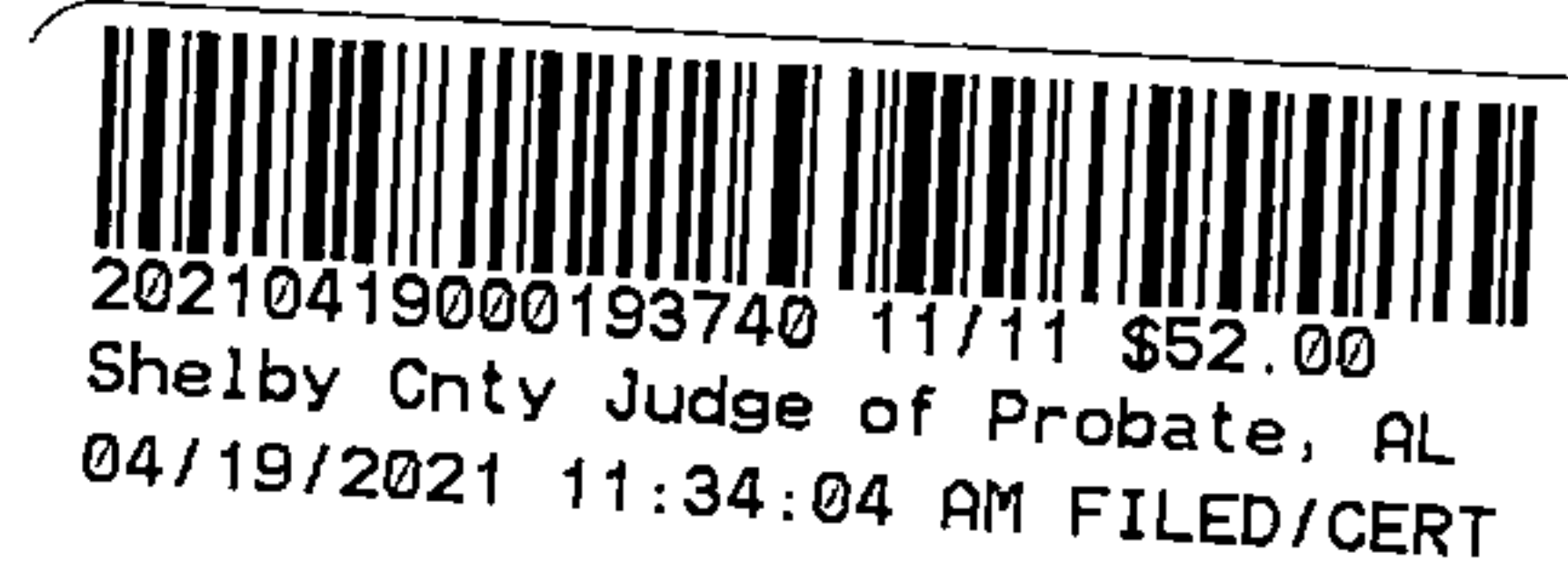
Notary Public

My commission expires: 9-14-2021



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EXHIBIT "A"
LEGAL DESCRIPTION



BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER FOR 666.81 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 26; THENCE TURN AN ANGLE TO THE LEFT OF 62 DEGREES 52 MINUTES 01 SECONDS AND RUN NORTHWEST ALONG THE SOUTHWEST RIGHT OF WAY FOR 410.04 FEET; THENCE TURN AN ANGLE TO THE LEFT 80 DEGREES 53 MINUTES 44 SECONDS AND RUN SOUTHWEST FOR 1199.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE TURN AN ANGLE TO THE LEFT OF 132 DEGREES 15 MINUTES 42 SECONDS AND RUN EAST ALONG THE SOUTH LINE FOR 1079.68 FEET TO THE POINT OF BEGINNING.