

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

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04/22/2022 01:23:46 PM

ORDER 1/3

IN THE MATTER OF THE ESTATE OF:

CASE NO. PR-2021-000934

CLYDE MARLON MILLS,
deceased

ORDER APPROVING SALE
OF REAL PROPERTY

This cause came before the Court on petition of the Personal Representative(s), **KATHY BULLOCK** and **DAVID R. MILLS**, for an order authorizing the sale of, decedent's real property located at:

1824 Mohawk Drive, Alabaster, AL 35007 and legally described as Lot 8, according to the map and survey of Navajo Pines, as recorded in Map Book 5, Page 108, in the Probate Office of Shelby County, Alabama

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

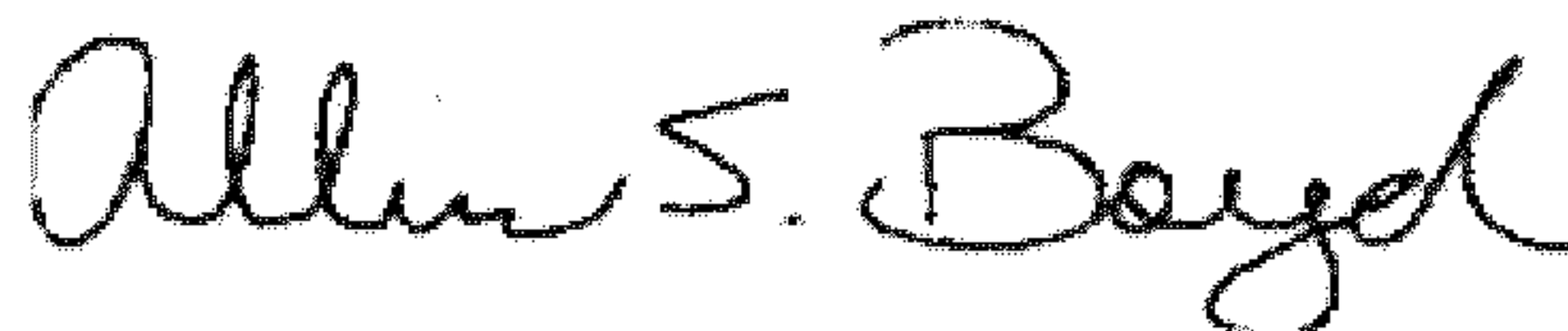
It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit A" be approved. Petitioner(s) is/are authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, that the proceeds from said sale be paid by the Purchaser and/or Closing Attorney to the Probate Court of Shelby County, Alabama.

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ORDERED to report the completion of said sale within thirty (30) days.

Costs of court including an Administrator ad Litem fee of \$350.00 are hereby taxed against the estate of **CLYDE MARLON MILLS**.

DONE and ORDERED this the 25th day of March, 2022.



ALLISON S. BOYD
JUDGE OF PROBATE

cc: MARGARET M. CASEY ESQ.
P. SHAWN RUMSEY ESQ.
JAMES MICHAEL MILLS
LINDA ASHCRAFT
ROBERT W. MILLS

I certify this to be a true and correct copy Allison S. Boyd

Probate Judge

Date 3-28-2022 Shelby County

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Initial mbw

AGREEMENT FOR SALE

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THIS AGREEMENT is made this **8th** day of **February, 2022**, by and between

Clyde Mills Estate, hereafter called Seller(s), and

Real Property Investments LLC and/or assigns, hereafter called Buyer.

I. **DESCRIPTION OF THE PREMISES.** Seller(s) agrees to sell to Buyer the property located at: **1824 Mohawk Dr., Alabaster, AL 35007**
Description Written As Follows: **Parcel Number: 138343001040000**

Description is including any fixtures, window and floor coverings, built-in appliances, draperies including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other permanently attached items now on premises.

II. **PURCHASE PRICE.** The Seller agrees to convey property to Buyer for the sum of **\$127,500.00**

III. **TERMS.** The following terms are applicable to this contract:

- 1) Closings costs, attorney fees, title fees and other miscellaneous costs are to be paid in the following fashion: **buyer to pay all closing costs, attorney fees and title fees.**
- 2) Any taxes owed will be appropriately prorated between parties at closing. **Outstanding taxes, tax liens, and associated fees to be settled and paid by seller prior to closing**
- 3) Closing & possession to be on or before **04/18/2022**
- 4) Property sold "as is" with no warranties implied or stated from seller. Buyer is responsible for doing their own due diligence in investigating the property's physical condition and/or the chain of title associated with the property.
- 5) Title and closing attorney:
Law offices of Jeff Parmer Law
- 6) Earnest money non-refundable to buyer unless title is non-conveyable or seller not available to close within time period of this contract.
- 7) This contract is contingent upon clear title and final inspection of the property by buyer or buyer's agent before closing.
- 8) Seller to provide buyer with permission to access property solely for purposes of due diligence and evaluation of repairs needed, appraisal of said property for securing financing, and professional advisement on resell of property. If property is vacant, Seller shall provide Buyer with a key to access property specifically for the reasons above. Buyer shall have **60** days from the execution of this contract to inspect the property. If the Buyer determines the property is not suitable for his needs within this inspection period then he may terminate the contract and receive all earnest money back. If this contract is not terminated within the inspection period then Buyer agrees to purchase said property for the amount of this Agreement.
- 9) Should the property be destroyed by fire or natural disaster during the term of this Agreement then Buyer will have the option to continue with the purchase or terminate the Agreement and receive their earnest money back.
- 10) Any furniture, fixtures, attachments, and debris located in and around property not removed by closing date, becomes the property of the Buyer.
- 11) **ADDITIONAL TERMS: 1) This is option to purchase OR assign to third party; contingent and subject to buyer's satisfaction of inspections during due diligence and/or securing and assigning purchase to third**

non-attached sheds to convey with property. 3) Any Earnest money refunded in the event buyer is not satisfied with property inspections or cannot secure/assign to purchaser. 4) One of the buyers is a licensed realtor. 5) All parties to agree on terms of contract by 02/14/2022 - if not, a new contract or addendum to be created.

BUYER:

[Signature]

DATE: 02/08/2022

SELLER:

[Signature]

DATE: 2/8/22

SELLER:

Kathy Bullard

DATE: 2/08/22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/22/2022 01:23:46 PM
\$28.00 JOANN
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Allen S. Bayl