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10/31/2022 10:00:13 AM
ORDER 1/12

Entered and Filed 10/10/2022 12:07 PM Kimberly Melton Chief Clerk Probate Court Shelby County Alabama

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF:

BETTY JANE WAIN,
deceased

CASE NO. PR-2022-000292

ORDER APPROVING SALE
OF REAL PROPERTY

This cause came before the Court on petition of the Personal Representative(s), **SUSAN RENET WAIN HIGHTOWER**, for an order authorizing the sale of, decedent's real property located at:

318 Valley View Road, Indian Springs, Alabama 35124

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;

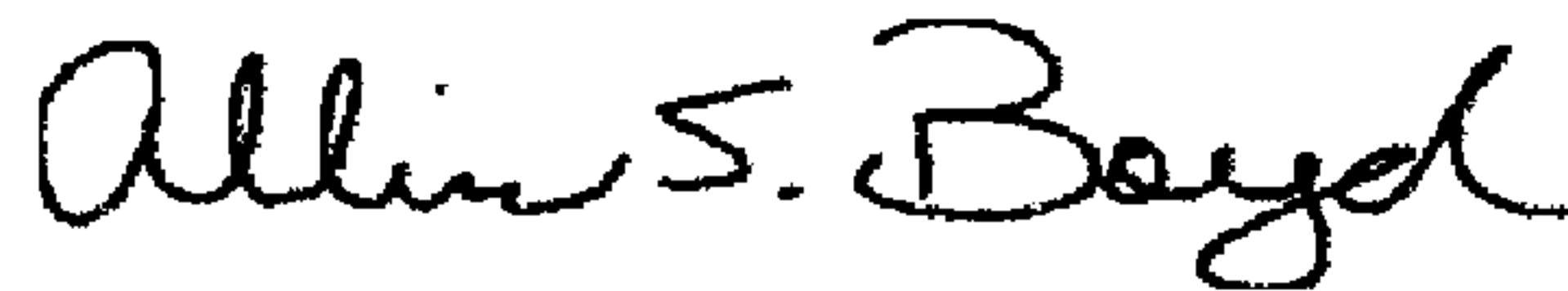
It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit A" be approved. Petitioner(s) is/are authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, that the proceeds from said sale be paid by 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 are hereby taxed against the estate of **BETTY JANE WAIN**.

DONE and ORDERED this the 10th day of October, 2022.



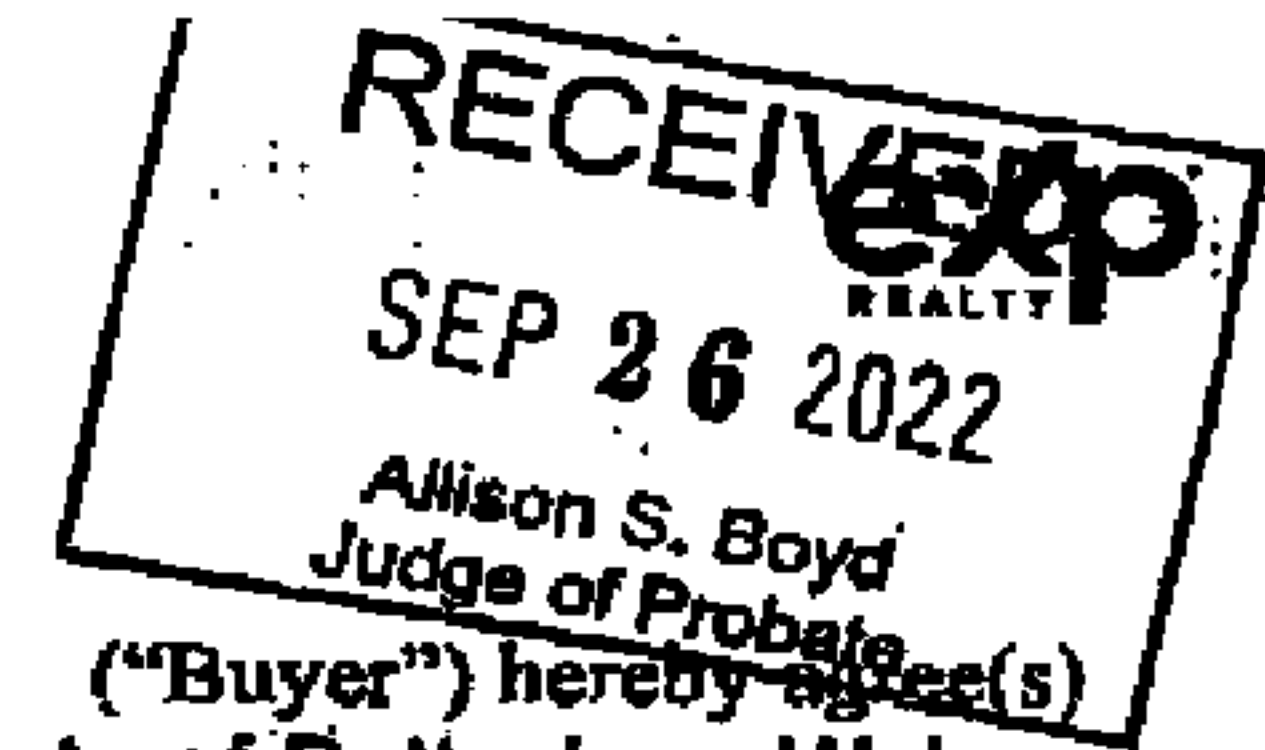
ALLISON S. BOYD
JUDGE OF PROBATE

cc: SARAH P. THOMSON ESQ.
PARKER D. WAIN III
WESTERN SURETY CO

EXHIBIT A

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RESIDENTIAL PURCHASE AGREEMENT



Buyer(s) HBH Realty Inc
 to purchase, and Seller(s) Susan Rene't Wain Hightower as Personal Representative of the Estate of Betty Jane Wain
 ("Seller") hereby agree(s) to sell the following described real estate, together with all improvements, shrubbery, planting, fixtures and
 appurtenances (the "Property") situated in the City of Indian Springs, County of Shelby
Alabama, on the terms stated below: Property Address:
318 Valley View Road Zip: 35124
 Legal Description: Lot _____ Block _____ Subdivision _____ Plat/Deed _____
 (if metes and bounds, see attached).

Property Tax Id: 10-8-28-0-001-012.003

All references to days are calendar days unless specifically stated otherwise. Unless specified otherwise, notices must be in writing received by the party specified or that party's agent.

1. **Purchase Price:** The purchase price is..... \$ \$815,000

- a. **Earnest Money:** \$ 25,000.00 (\$0 if blank) of the Purchase Price shall be payable by Buyer as Earnest Money as set forth below. The Earnest Money shall be delivered by Buyer in trust to the (select one) ☒ Listing Broker ☐ Selling Broker ☐ Other, ARC Realty (Escrow Agent), who will serve as the escrow agent, on or before 24 business hours of accepted contract, or ☐ the day Agreement is accepted and signed by all parties ("Earnest Money Delivery Date"). Parties agree to relieve the real estate licensees and companies of any obligation or liability for holding Earnest Money in trust if funds are not held by the listing or selling broker. Earnest money may be held in trust until this Agreement has been accepted and signed by all parties, at which time the earnest money will be promptly delivered to the escrow agent, or if this Agreement is not signed, Earnest Money shall be returned to the Buyer without a release. Cash shall be deposited immediately. Seller, at Seller's option, may cancel this agreement if the earnest money check is rejected by the financial institution or if the Earnest Money is not delivered by Buyer on or before the Earnest Money Delivery Date.

Default: In the event Buyer fails to carry out and perform the terms of this Agreement, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller and Buyer do not otherwise agree to continue this Agreement. As specified in this Agreement, specific events or failures of the parties may determine whether the Earnest Money is refundable or non-refundable. If a dispute arises concerning the Buyer or Seller's default and the entitlement to the earnest money and such dispute is not resolved within ten (10) business days of a demand for payment of the earnest money by the Seller or Buyer, the escrow agent holding the earnest money may file an interpleader action in a court of competent jurisdiction and shall be entitled to recover attorney fees, costs and other expenses related to the interpleader. Buyer and Seller acknowledge that, if escrow agent is an Alabama real estate licensee, Alabama Administrative Rule 790-x-3-.03(4)-(5) does not permit the escrow agent to remit the earnest money to either party without the agreement of both Buyer and Seller.

- b. **Financing:** (Check as applicable)

☐ Buyer will pay cash for the property with no financing contingency and provide proof of adequate finances to Seller within _____ days of Agreement Acceptance Date.

☒ This Agreement is contingent on Buyer obtaining loan approval as specified below by 09/26/2022

☒ Conventional ☐ FHA ☐ VA (if FHA or VA, see attached addendum) ☐ Equity ☐ Seller financing ☐ Assumption of mortgage (See attached addendum from lender) ☐ Other


Buyer will apply for financing and provide a letter of pre-approval within _____ days (5 days if not specified) from Agreement Acceptance Date and will provide any and all credit, employment, financial and other information required by the lender. Buyer and Seller acknowledge that letters of pre-approval issued by a lending institution are not required by the listing or selling companies and agents. Either party may cancel this Agreement in writing if the Buyer, after using diligence and good faith, cannot obtain the financing within _____ days from Agreement Acceptance Date. In this event, Earnest Money shall be promptly refunded to Buyer and Seller will sign a release. In the event Buyer does not attempt to obtain a letter of pre-approval, apply for financing, or cancel this Agreement within the time period provided, the Earnest Money shall be forfeited to the Seller.

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Appraisals – Loan. If financing is used, Buyer acknowledges that any appraisal required by the lender is used to determine the maximum mortgage amount and does not guarantee the value or condition of the property. Further, notwithstanding any other provision of this Agreement, Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property if the purchase price exceeds the appraised value. Buyer shall, however, have the option of proceeding with closing without regard to the appraised value. (FHA/VA requirements to be determined in addendum). If the purchase price exceeds the appraised value, Seller may elect to sell for the appraised value. If purchase price exceeds appraised value, Seller and Buyer shall agree on a mutually acceptable resolution within _____ days (5 if left blank) of receipt of appraisal by both parties, or the Agreement will be deemed cancelled with refund of Earnest Money to Buyer.

- c. **Expenses:** Except as noted herein, Buyer is to pay all closing costs, prepaid expenses, funding fees and recording fees that are ordinarily paid by Buyer and associated with financing selected above. Buyer shall pay any discount points and all fees, costs, and/or expenses. In the case of FHA or VA financing, Seller will pay all costs that Buyer is prohibited from paying under FHA/VA rules.

☒ Seller to contribute up to \$ 15,000.00 in closing costs, recording fees and prepaids (the "Seller's Contribution"). The Seller's Contribution is in addition to the FHA/VA expenses Buyer is prohibited from paying. In addition to the costs and expenses to be paid by Buyer specifically provided for in this Agreement, Buyer is responsible for any closing costs and prepaids in excess of the Seller's Contribution. When marked herein as included in the Seller's Contribution and to the extent available, Seller's Contribution may also include these costs: a survey, costs related to title or title insurance, a home warranty, and the WIR.

2. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before 10/28/2022 , except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property. Possession is to be given upon delivery of the deed; otherwise, possession shall be delivered on at the time of closing _____, at _____ ☐ AM ☐ PM.

If possession is to change on a different date than delivery of the deed, it is recommended that the parties enter into a written occupancy agreement. If closing date is changed, possession date may need to be changed accordingly.

Buyer and Seller acknowledge that all funds due at closing, from the Buyer or the Seller, shall be in the form of a cashier's check, certified funds or electronic funds transfer and payable to the closing agent/attorney.

3. **AGENCY DISCLOSURE:**

The Listing Company is: ARC
 (Two blocks may be checked)

- ☒ An agent of the Seller.
☐ An agent of the Buyer.
☐ An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent.
☐ Assisting the ☐ Buyer ☐ Seller as a transaction broker.

The Selling Company is: EXP HBH Realty Inc
 (Two blocks may be checked)

- ☐ An agent of the Seller.
☒ An agent of the Buyer.
☐ An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent.
☐ Assisting the ☐ Buyer ☐ Seller as a transaction broker.

 
 10/28/22
 11:25 AM CDT
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Seller and Buyer acknowledge that the Alabama Real Estate Consumer Agency Disclosure (RECAD) Rule 790-x-3-.13 has been explained to them.

Seller(s) Initials  

Buyer(s) Initials  

4. **SURVEY:** Buyer is recommended to obtain a survey. Buyer ☐ does ☒ does not request a survey by a registered Alabama land surveyor. The survey shall be at ☐ Buyer's ☐ Seller's expense. (NOTE: Lender may require a survey.) If at Seller's expense, the cost ☐ will ☐ will not be included in Seller's share of settlement costs, to the extent Seller's Contribution is available. If Buyer pays for the survey, the survey shall be delivered not later than _____ days (14 if left blank) before closing or Buyer forfeits the ability to obtain a survey.

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5. **PRORATION:** Ad valorem taxes, association fees or dues, other fees or dues, and any rents being collected from existing tenants on the Property will be prorated between buyer and seller at time of closing. Existing leases shall be transferred and assigned to Buyer at closing. Taxes are prorated based upon current information furnished by the Tax Assessor's Office as of date of closing. Any increase or decrease in taxes when taxes are due will be Buyer's responsibility.
6. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by ☒ general warranty ☐ statutory warranty, or ☐ quitclaim deed (general warranty if no boxes checked), free of all encumbrances except as permitted in this Agreement. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. Check here ☐ if Buyer desires that title be held as joint tenants with rights of survivorship. The Property is to be conveyed subject to any mineral and/or mining rights not owned by Seller, as well as covenants, restrictions, utility easements, and the present zoning classification of: _____ Buyer is encouraged to verify the current zoning classification.
7. **MERCHANTABLE TITLE:** The Seller shall convey good and merchantable title in fee simple to Property to the Buyer by warranty or other appropriate deed, free of all encumbrances, except as herein stated. If the title is unmerchantable, earnest money shall be refunded to Buyer and Seller will sign a release.
- Good and merchantable title to be issued in the form of: ☒ Owner's Title Insurance ☐ Mortgagee Title Insurance ☐ Title Opinion ☐ Title Abstract. This cost shall be paid by the ☐ Buyer ☐ Seller, or ☐ other _____. If Seller pays, the cost ☐ will ☐ will not be included in Seller's share of settlement costs, to the extent Seller's Contribution is available.
8. **HOME WARRANTY:** Buyer ☐ does ☒ does not require a Home Warranty Policy of Buyer's choosing effective one year from closing to be paid by ☐ Buyer ☐ Seller at a cost not to exceed \$ _____. If Seller pays, the cost ☐ will ☐ will not be included in Seller's share of settlement costs, to the extent Seller's Contribution is available.
9. **INSPECTIONS AND/OR DISCLOSURES:** Buyer is responsible for determining the condition of the Property. Buyer further acknowledges and agrees that he/she is aware that professional inspection services and/or contractors may be engaged for this purpose and that the listing and/or selling real estate licensees strongly recommend the use of such professionals. Buyer understands and agrees that real estate licensees lack the expertise to determine the condition of a property, and therefore, Buyer will not rely on any statements or omissions made by the real estate licensees regarding the condition of a property. After closing of this sale (subject to Seller's obligations under a post-occupancy addendum), all conditions of the Property are the responsibility of the Buyer.

(A) Buyer elects to purchase the Property: (select one)

☒ **WITHOUT INSPECTION.** Buyer accepts Property without a right of inspection in as is condition.

Buyer(s) Initials

☐ **WITH INSPECTION.** Within _____ days (14 if left blank) of Agreement Acceptance Date (Inspection Period), Buyer has the right to have the Property inspected, at Buyer's expense. The utilities for the Property will be made available by Seller during the Inspection Period, and Seller will pay any re-inspection fees up to \$ _____ if utilities are not active during the Inspection Period. Within the Inspection Period, Buyer will provide a written list of requested repairs to the Seller, if any. Failure by the Buyer to submit a list within the Inspection Period will constitute a waiver of Buyer's right of inspection, and, in this event, Buyer will release Seller and real estate licensees from all liability related to the condition of the Property, accepting the Property as is. If the inspection is unsatisfactory, Buyer may also unilaterally terminate the agreement and Earnest Money will be returned with a release signed by Seller.

Upon receipt of the list of Buyer's requested repairs, Seller has _____ day(s) (3 days if blank) to respond in writing to the Buyer. Seller reserves the right to correct the unsatisfactory items, not to exceed a cost deemed reasonable to Seller and as agreed to in writing by the Seller and Buyer. If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may: (i) pay the excess, (ii) if not prohibited by Buyer's lender, accept the Property with the limited repairs, (iii) if agreed to by Seller, accept the agreed upon amount at closing as a reduction of the purchase price, or (iv) Buyer may cancel this Agreement by notifying Seller in writing within _____ hours (48 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Agreement after being informed of Seller's refusal to pay the excess cost of repairs, closing will occur as scheduled. Lender-

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required repairs will be specifically categorized and provided to Seller upon Buyer's receipt from lender. Lender-required repairs will be subject to agreement by the Seller and will not be included in Seller's share of settlement costs unless otherwise agreed to by Seller in writing.

Buyer(s) Initials

- (B) **SEWER/SEPTIC SYSTEMS:** Seller represents that Property ☐ is ☒ is not connected to sewer and all impact and connection fees have been paid. If not on sewer, Seller represents that the Property ☒ is ☐ is not connected to a septic system. If Property is on a septic system, Buyer ☒ does ☐ does not require a septic system inspection at Buyer(s) expense. If Buyer requires a septic system inspection, the inspection shall occur and Buyer shall communicate any issues to Seller within the Inspection Period or Buyer forfeits the ability to obtain a septic system inspection. Check here ☐ if Property has a hybrid system or is on private sewer with a utility services agreement. ☐ will accept recent inspection report

Buyer(s) Initials

Seller(s) Initials

- (C) **TERMITE AND/OR WOOD INFESTATION/FUNGUS REPORT:** Seller shall provide to Buyer before closing a written Wood Infestation Report (WIR), dated within 45 days of closing and issued by a licensed pest control company, stating that the accessible areas of the Property were properly inspected and showed no evidence of any active or previous signs of subterranean or dry wood termites, powder post, wood boring beetles or wood decaying fungus. The cost of the WIR will be paid by ☒ Buyer ☐ Seller ☐ Other _____ and not included in Seller's share of settlement costs, if any.

In the event the infestation report reflects any active or previous signs of termite, fungus, decay, or other infestation, Buyer or Seller shall have the right to cancel this agreement without penalty, and the Buyer shall be refunded all earnest money. Buyer and Seller may agree that Seller, at Seller's expense, provide a treatment contract from a licensed pest control company. Any repairs required by Buyer due to the WIR will be paid by ☐ Seller ☒ Buyer, at a cost agreed upon by both parties in writing after inspection is completed. This does not preclude the Buyer's and Seller's right to negotiate other options. Buyer has _____ days (5 if left blank) after receiving a WIR with active or previous signs of an infestation noted to notify Seller in writing of Buyer's desire to terminate the contract or seek repairs. Buyer forfeits the ability to withdraw from the contract or seek repairs upon failure to notify Seller within this timeframe.

Seller ☒ does ☐ does not currently have a termite treatment contract covering the Property. If transferable, Seller ☒ agrees to transfer the termite treatment contract to the Buyer and pay the transfer fee ☐ does not agree to transfer the termite treatment contract to the Buyer.

Seller(s) Initials

Buyer(s) Initials

- (D) **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

Lead-based paint disclosure required: ☐ yes ☒ no. This disclosure is federally mandated for properties built prior to 1978 (see addendum).

Seller(s) Initials

Buyer(s) Initials

10. **DISCLAIMER: BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE** the listing and selling companies, their officers, director(s), employee(s), broker(s), and sales associates shall not be held responsible or liable for: (i) any obligations or agreements that the Buyer or Seller have to one another hereunder; or (ii) any representation or the passing of any information to or from the Buyer(s) or Seller(s), and Buyer and Seller agree to discharge and release the companies, their officers, directors, employees, brokers, and sales associates from any claims, demands, damages, actions, causes of actions, or suit at law arising from the sale of said property, which shall include but not be limited to: (i) the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances, (ii) the roof and the basement, including leaks therein, (iii) the existence of asbestos, (iv) the size and area of the property, (v) workmanship or construction materials, including floors, (vi) structural conditions, (vii) utility and sewer or septic system condition, availability and location, (viii) the investment or resale value of the property, (ix) subsurface or subsoil conditions, sinkholes, and mining or other soil conditions,

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including radon or other potentially hazardous gases or toxic materials, toxic mold, existence of, or damage from, wood destroying insects and/or fungus, (x) property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood, and (xi) appurtenances thereto or any related mortgage terms and conditions. Seller and Buyer 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.

11. **SELLER'S DISCLAIMERS:** Seller warrants that Seller has not received notification from any lawful authority or other authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in this Agreement. These warranties shall survive the delivery of the deed.

Neither the Seller nor any agent make any representations or warranties regarding the Property's condition except to the extent expressly and specifically set forth herein.

Except as expressly stated herein, Property is sold in AS IS condition without any warranties expressed or implied. Buyer has the obligation to determine, whether personally or through, or with, a representative of Buyer's choosing, any and all conditions of the property material to Buyer's decision to buy the Property, including without limitation, the condition of the heating, cooling, plumbing, electrical and gas systems, and any built-in appliances, structural conditions, flood zone, utility and sewer or septic tank availability and condition, and any matters affecting the character of the neighborhood.

12. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances and/or regulations concerning fire/smoke/gas detectors or fire protection equipment have been met. Upon closing or after taking possession of the Property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.
13. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this Agreement and recovering the earnest money or accepting the Property in its damaged condition provided that notice of cancellation must be received prior to closing. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer. It is the Buyer's responsibility to provide adequate insurance after closing.
14. **SELECTION OF ATTORNEY:** Buyer and Seller hereby ☒ do ☐ do not agree to share equally the fees of a closing attorney, who will represent the mortgage lender if the sale is financed. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney, and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that all parties have the right to be represented at all times by separate and independent counsel of their own choosing and at their own expense, in connection with this Agreement.
15. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before or while Seller is considering Buyer's offer or Counteroffer. Before this Agreement becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the property, and to accept any other offer or counteroffer.
16. **IMPROVEMENT & APPURTENANCES:** All dwellings, improvements, storage buildings on permanent foundations, and appurtenances presently situated in and on property, are included in the purchase price including, but not limited to: ceiling fans, attached light fixtures and their shades, blinds, traverse rods, cornice boards, remote control garage door openers, television antennas and rotor equipment, exterior lights, doorbells, attached mantels, disposal, dishwasher, trash compactor, kitchen range, ovens, cooktops, water heaters, plumbing fixtures, attic fans, installed carpeting, built-in kitchen appliances, door and window screens, stationary laundry tubs, heating and air conditioning equipment, smoke detectors, water pump and pressure tank, awning, pier (floating and stationary), fences, trees, shrubbery, all plantings, mail box, garbage carts, all other items which are permanently attached to the property, buildings, or appurtenances, and any additional items stated below, unless specifically excluded in this Agreement or an addendum to this Agreement.

Unless otherwise agreed to in writing, any personal items remaining with the Property after closing, whether listed herein or not, shall be at no additional cost to Buyer, shall not add to the value of the Property, shall be in "as is" condition, shall be unencumbered at the time of closing, and shall become the property of the Buyer.

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Additional items to remain: ~~Seller will have 30 days post closing to liquidate personal items.~~
~~Anything remaining after, buyer will dispose of at buyers cost~~

Items to be excluded from sale: No personal property to remain at property. Should we have to remove personal items, any and all expenses will be paid by seller

17. **DISCLOSURE OF INFORMATION:** The purchase price and terms of this sale may be disclosed to the member affiliate members of the Birmingham BAR (local board/association of REALTORS®) for use in the ordinary conduct of their business.

18. **ADDITIONAL PROVISIONS:** Additional provisions set forth below or in addenda attached to this Agreement and signed by all parties are construed as part of this Agreement.

In the event buyers brokerage should change, all parties agree to allow contract to be re-assigned under new broker with no changes to any terms

19. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Agreement is terminated or does not close for any reason, fees or costs paid in advance may be non-refundable.

20. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** If and only if initialed by both Buyer and Seller below, the parties agree that all claims, disputes or other matters in question arising out of or relating in any way to this Agreement or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Agreement, including the involvement of any sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party acknowledges that he or she is knowingly waiving the right to a trial by jury relating to all Claims. All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The losing party shall bear the cost of the arbitrator and any attorney's fees incurred as a result of pursuing or defending the claim or dispute; provided the arbitrator shall have the authority to equitably apportion and award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties, non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Agreement, which may include the use of materials or components which are obtained from out-of-state, and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer(s) Initials

GH

Seller(s) Initials

crh

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. This is intended to be a legally binding contract. If a party or parties do not understand the legal effect of any part of this Agreement, the party or parties should seek professional, legal and/or tax advice before signing.

22. **SEVERABILITY AND HEADINGS:** If any provision of this Agreement is deemed to be unlawful or is rendered inoperative by operation of law, then such provision shall be severed and the remaining provisions shall be enforced unless such severance renders the Agreement meaningless or shall work a manifest injustice on either party. Headings contained herein are for information and descriptive purposes only, are not binding, and are not to be used to interpret the provisions herein.

23. **FACSIMILE OR COUNTERPART SIGNATURES:** This Agreement may be signed and/or delivered by either party or all parties by facsimile and shall be binding upon the party so executing it upon the receipt by the other party of the fully executed agreement.

24. **FORCE MAJEURE:** Certain events, including pandemics and natural disasters, may result in performance under this Agreement becoming impossible and/or impractical. Buyer and Seller agree that events resulting in the Governor of Alabama declaring a state of emergency for the state or county in which the Property is located during the pendency of this Agreement

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will toll the deadlines herein by _____ days (14 days if left blank). Nothing in this provision should be construed as preventing the parties from mutually agreeing to another deadline or terminating the Agreement, in writing.

25. **ASSIGNMENT OF AGREEMENT:** Seller agrees that this Agreement ☒ is ☐ is not assignable. If assignable, Buyer agrees to notify Seller of an assignment.

26. **INITIAL OFFER TIME PERIOD:** This offer is void after 5:00 ☒ pm ☐ am on 09/20/2022 or upon Buyer's earlier withdrawal in writing to Seller.

27. **BUYER'S SIGNATURE(S):**

Witness to Buyer Signature(s) (Date)

Witness to Buyer Signature(s) (Date)

DocuSigned by: 9/1/2022 | 2:40 F
Buyer Signature (Date)
8FDB6B882B234AD...

Buyer Signature (Date)

28. **SELLER'S RESPONSE:** Seller acknowledges receipt of the Buyer's offer and responds as indicated below.

A. ☒ Seller Accepts Offer: Seller(s) Initials

Witness to Seller Signature(s) (Date)

Witness to Seller Signature(s) (Date)

srh
Authenticator
09/17/22
Seller Signature (Date)

Seller Signature (Date)

Agreement Acceptance Date: 09/17/2022 (date to begin performance)

Ivy Stacey 09/17/22 (Agent's Signature)

☐ Selling Agent ☒ Listing Agent confirms that the Agreement was accepted and signed by both parties. Upon confirmation by the Agent, Agent will deliver copies of this signed Agreement with any addendums to all parties (and/or their representatives).

B. ☐ Seller Rejects Offer with no counter-offer:

Seller Signature (Date)

Seller Signature (Date)

C. ☐ Seller Rejects Offer and Counters with attached counter-offer: Seller(s) Initials

Real Estate Agent Information:

Listing Agent

Name: Ivy Stacey

Phone Number: 251-367-8578

Email: istacey@arc Realtyco.com

Selling Agent

Name: Jordan Hosey

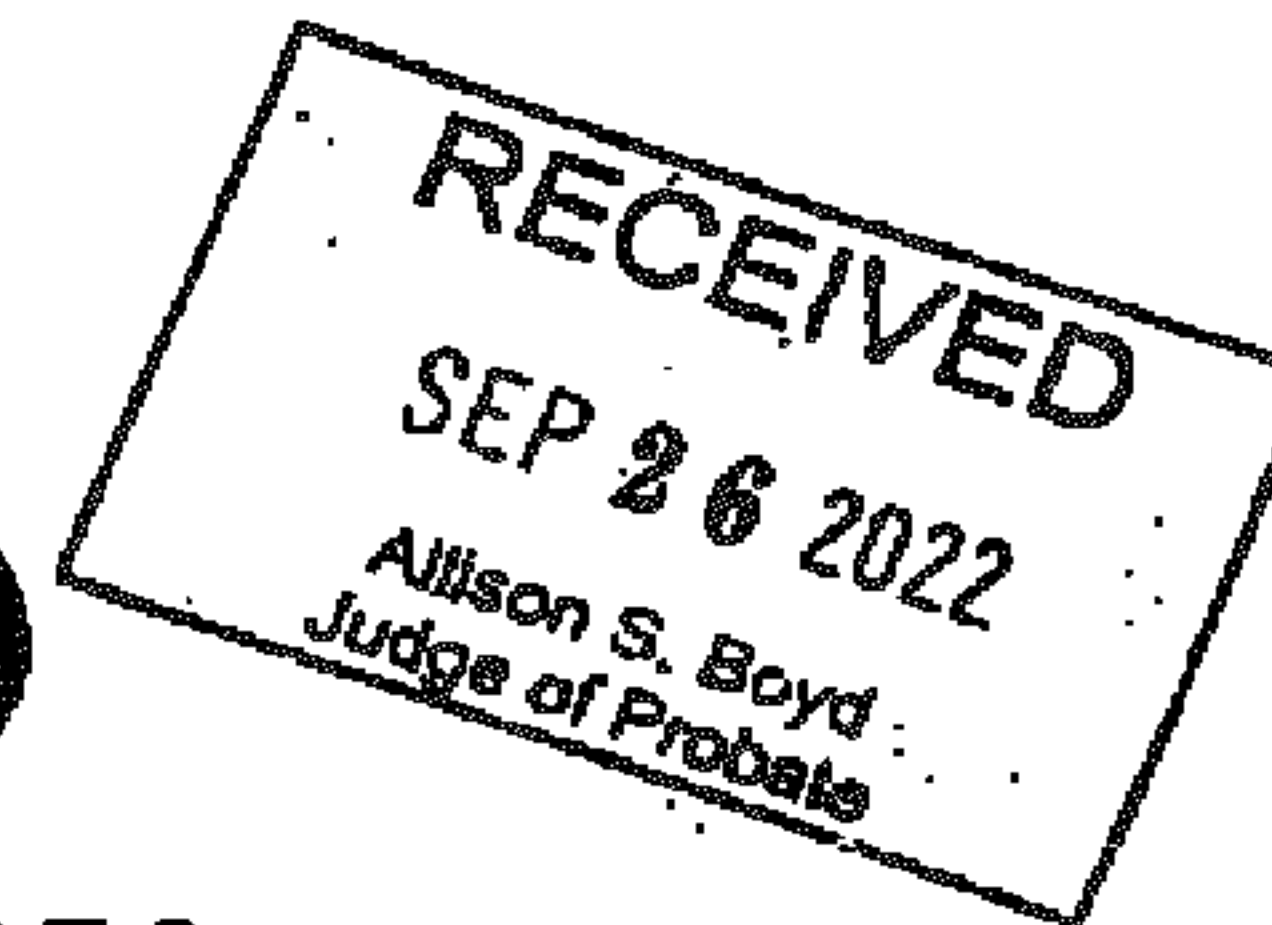
Phone Number: 205-213-2633

Email: jordan@hbhrealty.net

AuthenticSign ID: 8EF2FBA3-E239-ED11-A27C-14CB65582CA7



HEIGHTS
TITLE, LLC



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: 09/21/2022

Jordan Hosey

(Name of Buyer)

Susan Rene't Wain Hightower as Personal Representative of the Estate of Betty Jane Wain

(Name of Seller)

Property Address: 318 Valley View Road, Indian Springs Village, AL

This is to give you notice that ARC REALTY, LLC has a fifty percent (50%) ownership interest in Heights Title, LLC. Because of this relationship, this referral may provide ARC Realty, LLC with a financial or other benefit.

Federal law and/or state law and regulations require that we provide you with this written disclosure statement. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Heights Title, LLC has the following estimated range of charges that **MAY** apply:

Settlement Fee	\$600-\$950.00
Deed Preparation Fee:	\$75.00
Wire Fee:	\$25.00
Closing Protection Letter (Buyer):	\$25.00 - \$50.00
Closing Protection Letter (Seller):	\$50.00
Title Search, Exam, & Binder Fee:	\$300.00
Title Insurance Premiums:	[Per published rate as filed annually by underwriters with the Alabama Department of Insurance]

ACKNOWLEDGEMENT

I (we) the undersigned acknowledge that we have read and received a copy of this disclosure form and understand that ARC Realty, LLC is referring me/us to purchase the above-described service(s) and ARC Realty, LLC may receive a financial or other benefit as the result of that referral.

Signature

Printed Name (Buyer)

Signature

Susan Rene't Wain Hightower as Personal Representative of the Estate of Betty Jane Wain

Signature

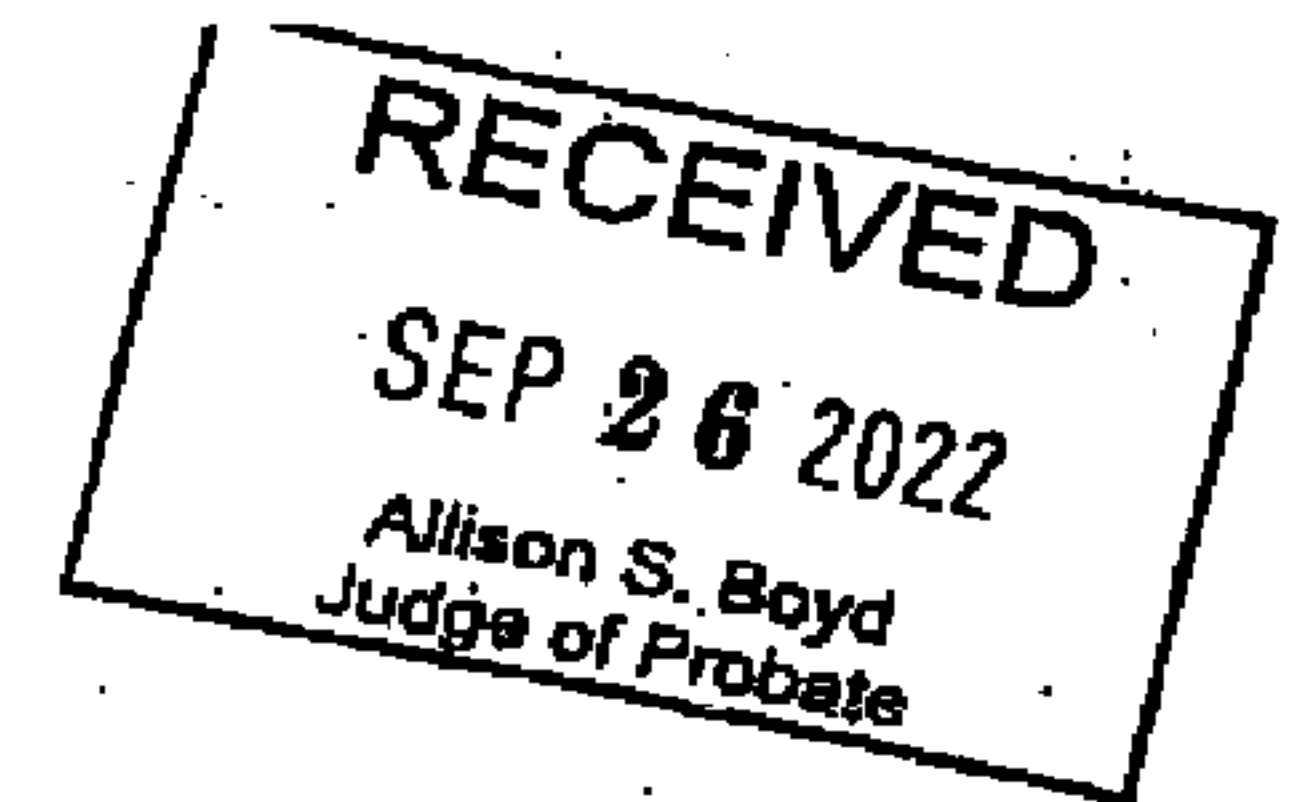
Susan Rene't Wain Hightower as Personal Representative of the Estate of Betty Jane Wain

Printed Name (Seller)

AuthenticSign ID: 8EF2FBA3-E239-ED11-A27C-14CB655B2CA7



FOR SALE BY OWNER AGREEMENT



This Agreement is entered into by and between "Owner," Senan Reedt Wain Highmore as personal representative of the Estate of Betty Jane Wain and
 ARC Realty as "Broker" on September 9, 2022. Owner is endeavoring to sell the Property at
318 Valley View Road, Indian Springs Village, Alabama 35124 ☒ with ☐ without the
 assistance of licensed real estate agents. However, Broker has a Buyer, to whom he/she would like to show the Property.

If Owner sells to Broker's Buyer on terms acceptable to Owner, then Owner agrees to pay Broker 5 %
 commission of the sales price.

Owner acknowledges that, with regard to the sale of Property, Broker has disclosed the following agency relationship:

Broker's relationship to Owner is:
(Two blocks may be checked)

- ☒ An agent of the Owner
☐ An agent of both the Owner and Buyer and
 is acting as a limited consensual dual agent
☐ Assisting the Owner as a transaction broker

Broker's relationship to Buyer is:
(Two blocks may be checked)

- ☐ An agent of the Buyer
☐ An agent of both the Owner and Buyer and is
 acting as a limited consensual dual agent
☐ Assisting the Buyer as a transaction broker

Owner Initials srh

It is illegal to discriminate in the sale or lease of real property based on race, color, religion, sex, handicap, national
 origin, sexual orientation, gender identity or familial status.

Owner initials srh

This Agreement ends on January 9 2022 unless extended in writing by both Owner and Broker. If
 Broker's Buyer acquires property during the period of this Agreement or within days (90 if left blank)
 after expiration of this Agreement, the Owner is obligated to pay Broker commission described hereinabove.

Broker has permission to post sale, after completion, in local MLS (Multiple Listing Service) to be used solely as a
 market data reference.

Owner agrees to defend, indemnify and hold harmless ARC Realty and its agents against and from any claims, suits,
 images, losses or other costs or expenses (including court costs and attorney's fees) relating to, arising out of or in
 connection with any actual or alleged inaccurate or incomplete information or unlawful restrictions or remarks
 regarding the property that is entered into the MLS system by Broker.

Owner initials srh

AUGMENT SIGN
Senan Reedt Wain Highmore as Personal Representative of the Estate of Betty Jane Wain

Owner Signature

09/21/22

Date

Owner Signature

Ivy Stacey

Agent Signature

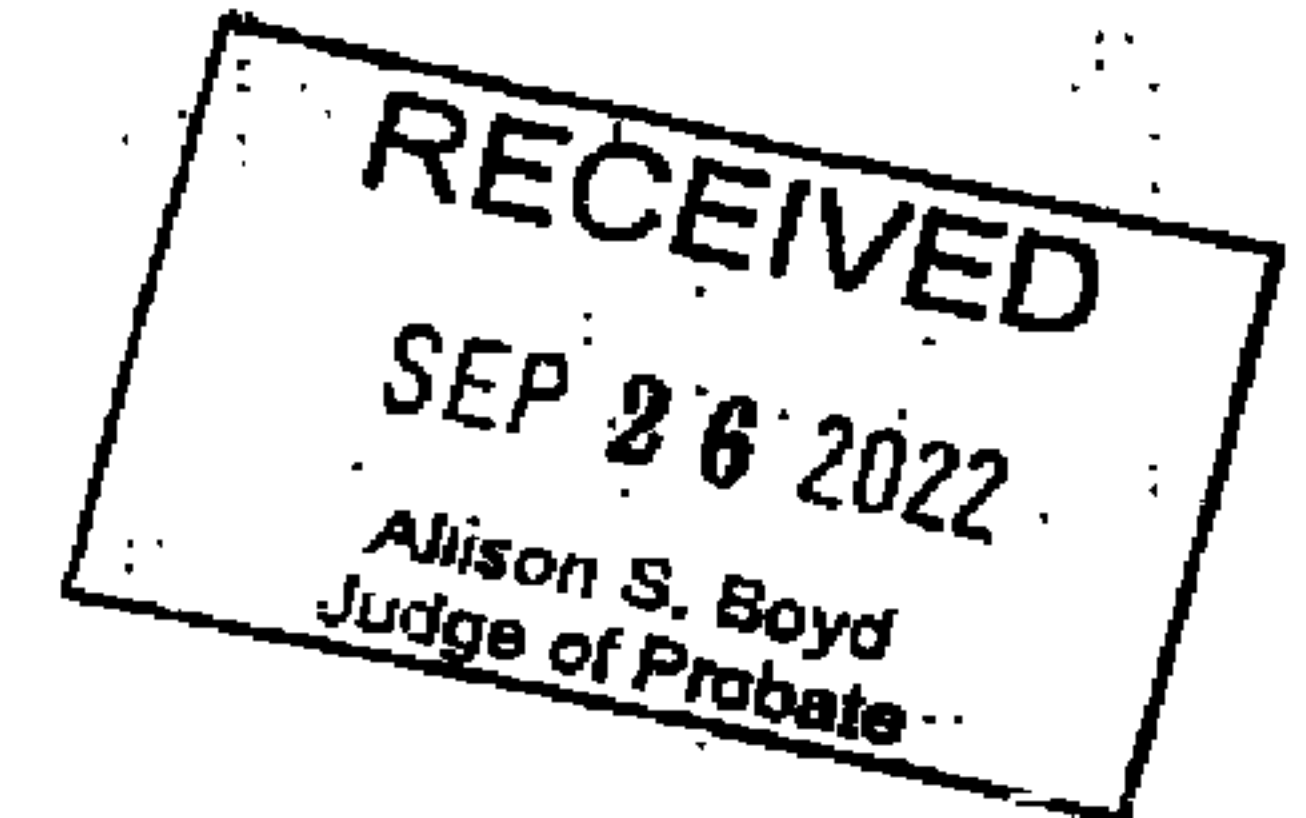
Date

09/21/22

Date

5/2022

Authentic ID: BEF2FBA3-E239-E011-A27C-14CB665B2CA7 1-9FA1-7A353E77EBBF

**MUTUAL RELEASE**

We, the undersigned, hereby release all rights, title and interest in and to that certain contract dated 5/26/2022 by and between the following

Seller(s) The Estate of Betty Jane Wain and

Buyer(s) Derek Gann and Ashley Gann on property

located at 318 Valley View Road Indian Springs 35124

Also, the earnest money in the amount of \$9,000 is

☒ returned to the Buyer(s)

☐ retained by Seller(s)

☐ Divided between Buyer(s) and Seller(s) as follows: _____

Deliver check(s) to (agent & office) _____, or
if check is to be mailed, please use the appropriate address(es) below:

	Buyer(s)	Seller(s)
Check payable to	Derek Gann or Ashley Gann	
Street address	1041 Stagg Run Trail	
City	Indian Springs Village	
State, Zip	AL, 35124	

Upon acceptance of the above conditions, each party releases the other from any and all responsibility in connection with performance under this contract.

Now therefore, in consideration of the premises, each of the parties, their heirs, successors and assigns, do hereby release, acquit, and forever discharge the other party, their heirs, successors and assigns, from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses and compensation whatsoever, which the undersigned now has or may have arising out of that certain contract set out above.

Signed this 23rd day of August, 2022

Witness _____

Witness _____

Witness _____

Witness _____

Authentic ID: _____

Betty Jane Wain as Personal Representative of the Estate of Betty Jane Wain

Seller

Seller

09/21/22

Authenticity ID: 8EF2F8A3-E238-ED11-A27C-14C885582CA7

**SELLER'S ESTIMATED CLOSING COSTS****SELLER:** Susan Rene't Wain Hightower/Estate of Betty Jane Wain**PROPERTY ADDRESS:** 318 Valley View Road Indian Springs Village AL**AGENT:** Ivy Stacey, ARC Realty**DATE:** 09/20/2022**ASSUMED SELLING PRICE:**

\$ 815,000

MORTGAGE PAYOFF:

\$ 0

Attorney Fee

1/2 = \$ 500

Title Policy

1/2 = \$ 990

Sales Commission

\$ 40,750

Home Warranty

\$ 0

Tax Proration

\$ 3,353

Termite Bond

\$ 0

Wood Infestation Report

\$ 0

Septic Tank

\$ 0

Survey

\$ 0

Miscellaneous

\$ TAX/TITLE: \$150.00 & \$63.5

PURCHASER'S CLOSING COSTS:

\$ 15,000

TOTAL ESTIMATED CLOSING COST:

\$

ESTIMATED PROCEEDS:

\$ 754,193

Authenticity

Ivy Stacey

09/21/22

REALTOR

This estimate has been prepared to assist the Seller in computing his cost. Whenever possible we have used the maximum charges that can be expected. Lenders & Vendors will vary in their charges; therefore, these figures cannot be guaranteed by the Broker or his representatives.

Authenticity

Susan Rene't Wain Hightower as Personal Representative of the Estate of Betty Jane Wain

09/21/22

SELLER**SELLER**

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/31/2022 10:00:13 AM
 \$55.00 JOANN
 20221031000406310

Allison S. Boyd

