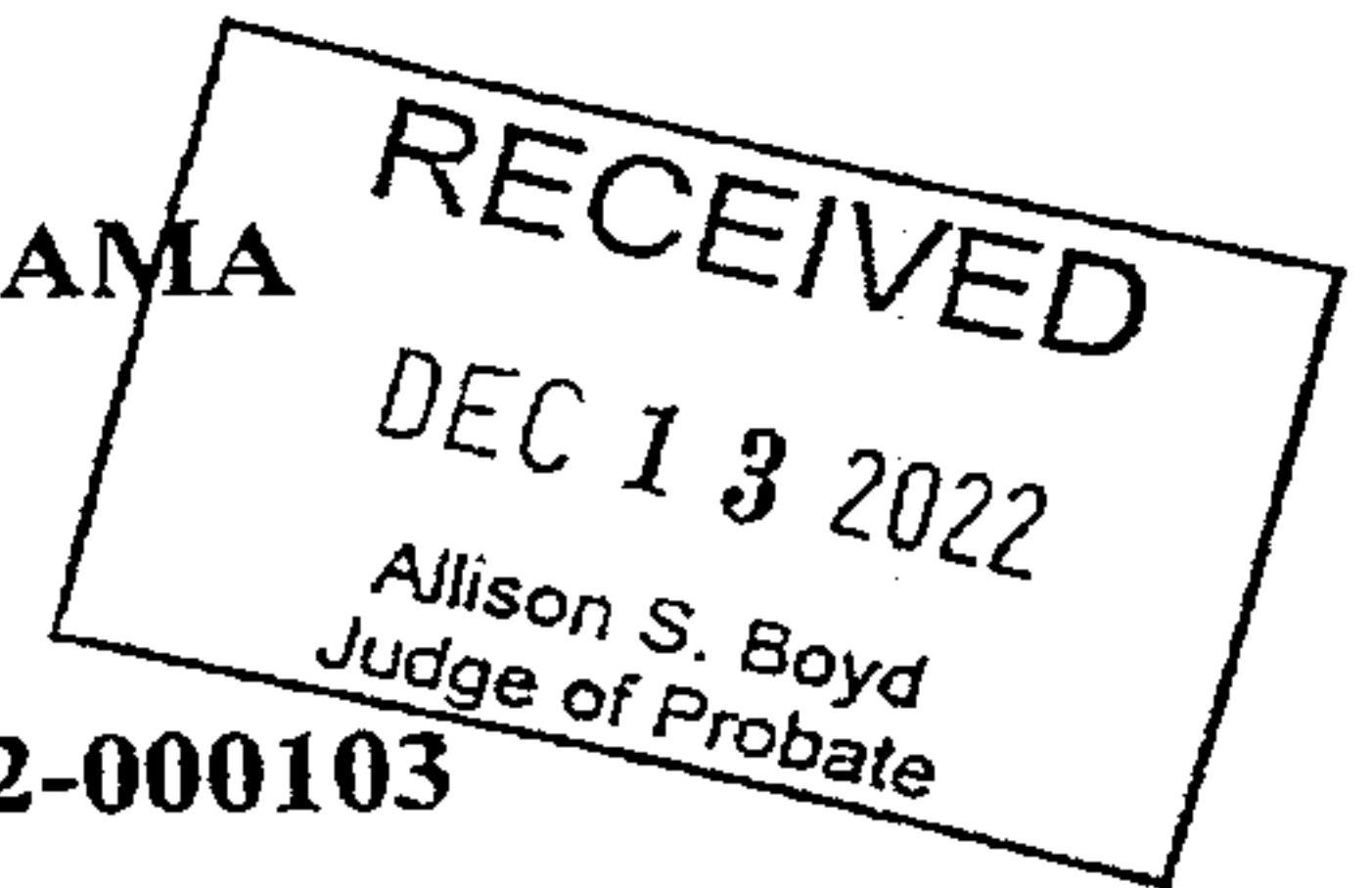


IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF)

CYNTHIA MARILYN PAYNE,)
An incapacitated person in need)
of protection.)

Case No. PR-2022-000103



PETITION TO SELL REAL PROPERTY

COMES NOW, your Petitioner C. Burton Dunn, as Guardian and Conservator of the Estate of Cynthia Marilyn Payne, an incapacitated person in need of protection, and shows unto your Honor the following facts, to-wit:

1. Petitioner has heretofore been appointed on the 28th day of April, 2022, and is now serving as Guardian and Conservator of the Estate of Cynthia Marilyn Payne, an incapacitated person in need of protection ("Ms. Payne" or "Estate").
2. Petitioner avers that Ms. Payne has an interest in the following described real estate, located at 27 Abbott Square, Birmingham, AL 35242, as evidenced by the deed attached hereto as Exhibit "A".
3. It is in the best interest of the estate to have said property sold at a private sale. Petitioner further avers that the Estate has obtained a contract for the purchase of said properties, for the amount of \$435,000.00 by Elizabeth and William Prosch, a true and correct copy of which is attached hereto, marked Exhibit "B" and specifically made a part hereof.
4. Petitioner avers that the tax assessed value is \$356,500.00 a true and current copy is attached hereto, marked Exhibit "C" and specifically made a part hereof.
5. The following is a true, correct and complete list of the names, ages, conditions, relationships and addresses of those who are due notice of this Petition:

Name, Age, Condition, Relationship

Address

Cynthia Marilyn Payne, Ward
Over 19 Years of Age, Protected Person

2385 Dolly Ridge Road, Apt 174A
Birmingham, AL 35243

Angela Harrison, Daughter
Over 19 Years of Age, Of Sound Mind

109 Coshatt Trail
Birmingham, AL 35244

WHEREFORE, PREMISES CONSIDERED, your Petitioner prays for the following relief:

- A. That proper notice of this Petition be given to all parties in interest according to the laws of the state of Alabama.
- B. That upon a hearing of this Petition, the Court authorize a private sale pursuant to the terms and conditions of the contract attached as Exhibit "B".
- C. Your Petitioner prays for such other, further, different, or general relief to which he may be entitled, the premises considered.



**C. Burton Dunn,
Guardian and Conservator of the Estate
of Cynthia Marilyn Payne**

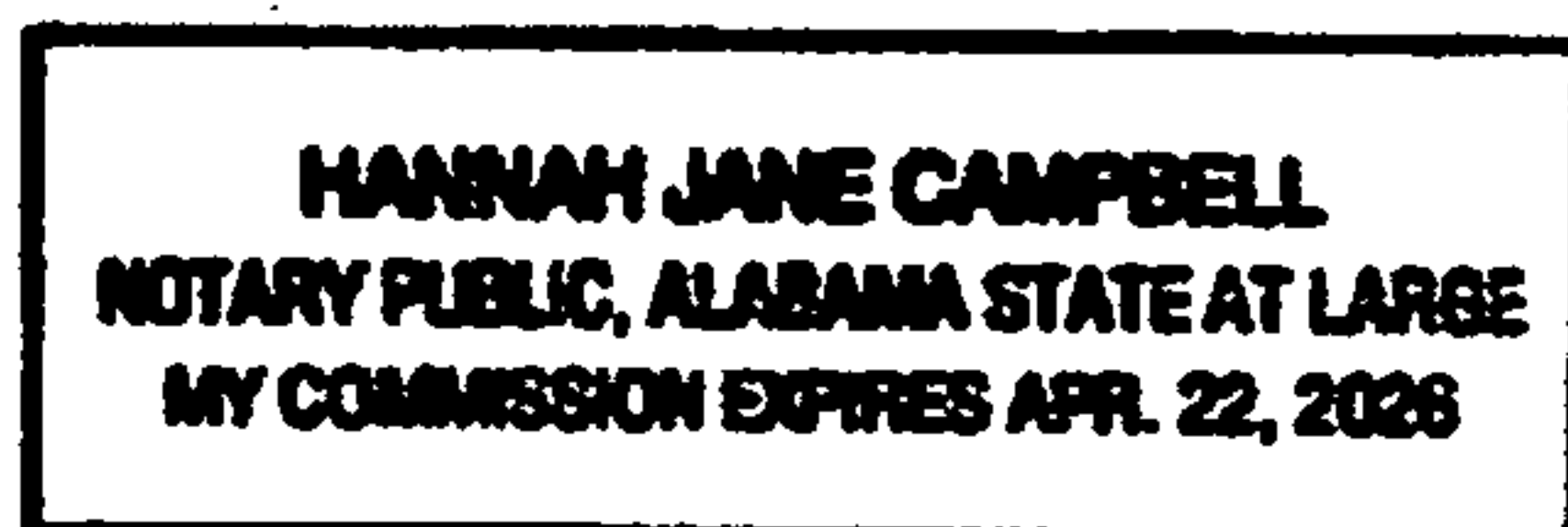
OF COUNSEL:

Burton Dunn (DUN046)
Hannah Campbell (CLA133)
DUNN & ASSOCIATES, LLC
2 North Twentieth Street, Suite 1050
BIRMINGHAM, AL 35203
205.352.4455
burton@dunnprobate.com
hannah@dunnprobate.com

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned authority, personally appeared C. Burton Dunn, who, being duly sworn by me, says that he has read the foregoing Petition, that the facts contained therein are true and correct according to his knowledge, information, and belief.

Sworn and subscribed before me,
This the 12 day of
December , 2022



Hannah Campbell
Notary Public
My Commission expires: 4/22/26



Send Tax Notice To:
Cynthia Marilyn Payne
27 Abbott Square
Birmingham, Alabama

20231005000672340 Pg 1/2 \$0.00
Shelby Cnty Judge of Probate, AL
10/09/2023 09:43:00 FILED/CERTIFIED

This instrument was prepared by:
James W. Fuhrmeister
ALLISON, MAY, ALVIS, FUHRMEISTER,
KIMBROUGH & SHARP, L.L.C.
P. O. Box 380275
Birmingham, AL 35238
File # 03-595

STATE OF ALABAMA)
COUNTY OF SHELBY)

MT LAUREL
A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 7th day of October, 2003 by TOWN BUILDERS, INC., an Alabama corporation ("Grantor"), in favor of Cynthia Marilyn Payne, an unmarried woman ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Seventy-Seven Thousand Nine Hundred and 00/100 (\$277,900.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot ~~11-04~~ Block 11 according to the Survey of Mt Laurel, Phase II, as recorded in Map Book 30, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. Library district and fire district dues and assessments for the current year and all subsequent years thereafter.
3. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as Instrument # 2000-35579 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Master Deed Restrictions"), and the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument No. 2000-35580 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.
4. Mining and mineral rights not owned by Grantor.
5. The Mt Laurel Rules and Regulations, as defined in the Declaration, which are available from the Association, as the same may be amended from time to time.
6. The terms, provisions, requirements and regulations set forth in the Mt Laurel Design Code, copies of which are available from the Mt Laurel Design Review Board, as the same may be amended from time to time.
7. All other set back lines, easements, rights-of-way, restriction, limitations, if any, of record.

Grantee, by acceptance of this deed, acknowledge, covenant and agree for himself/herself/itself and his/her/its heirs, executors, administrators, personal representatives, successors and assigns, that:

- (a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in his/her/its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;
- (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;
- (c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

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Shelby Cnty Judge of Probate, AL
10/23/2023 00:43:00 FILED/CERTIFIED

(d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, officers, directors, shareholders, affiliates, subsidiaries and mortgages and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof;

(e) The Property is subject to all of the terms and provisions of the Declaration, the Master Deed Restrictions, the Rules and Regulations, as defined in the Declaration, and the Mt Laurel Design Code, as defined in the Declaration (collectively, the "Mt Laurel Documents") and Grantee agrees to be bound by all of the terms and provisions of the Mt Laurel Documents;

(f) The Mt Laurel Documents permit the Founder (which is an affiliate of Grantor) to make various changes and modifications to the Mt Laurel Documents from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without the consent or approval of any Owners (which would include Grantee);

(g) The Master Plan for Mt Laurel, which the Founder may change from time to time without the consent or approval of any Owners (which would include Grantee), contemplates that Mt Laurel will be developed as a traditional neighborhood development which will mix commercial, residential and civic uses unlike that of typical or conventional suburban developments which separate residential from civic and commercial land uses. A traditional neighborhood development attempts to create a neighborhood of walkable streets and a range of housing types which are commingled with civic and commercial land uses. Accordingly, Single-Family Districts in Mt Laurel may be directly adjacent to Townhouse Districts, Multi-Family Districts and Commercial Districts;

(h) As provided in the Declaration, each Owner (which would include Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

(i) Until the Turnover Date, as defined in the Declaration, all members of the Board of the Association and all officers of the Association are appointed (and subject to removal) solely by the Founder;

(j) Only the real property shown on the Initial Plat and any Additional Property which is submitted to the Declaration and Master Deed Restrictions in accordance with the terms and provisions thereof is subject to the terms and provisions of the Declaration and the Master Deed Restrictions. The Founder has no obligation to submit or add any of the other real property shown on the Master Plan to the Declaration or the Master Deed Restrictions; and

(k) As of the date hereof, all roadways, streets and alleyways within Mt Laurel are private and will be maintained by the Association; however, the Founder has reserved the unilateral right under the Declaration to dedicate all or any portion of the Common Roads within Mt Laurel to any Governmental Authority in which event such Common Roads would become public roadways.

TO HAVE AND TO HOLD unto the said Grantee in fee simple, and to the heirs and/or successors and assigns of Grantee forever, together with every contingent remainder and right of reversion; subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

TOWN BUILDERS, INC., an Alabama corporation

By: Della Pender

Its: Authorized Agent

STATE OF ALABAMA)
COUNTY OF SHELBY)

[Signature]

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Della Pender whose name as Authorized Agent of TOWN BUILDERS, INC., an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 7th day of October, 2003.

[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: 5/21/07

D c S E

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**General/Financed Contract**Date 11/11/2022The undersigned Buyer(s) Elizabeth and William Prosch
(Print Name)hereby agree(s) to purchase, and the undersigned Seller(s) Cynthia Marilyn Payne, by Burton Dunn Conservator
(Print Name)_____ hereby agree(s) to sell the following described real estate, together with all improvements,
(Print Name)shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of _____
County of Shelby, Alabama, on the terms stated below:Address: 27 Abbott Square Birmingham, AL Zip Code 35242Legal Description: Lot _____ Block _____ Survey _____ Map _____
Book _____ Page _____ OR complete parcel ID 09-2-03-1-003-037.000

Buyer and Seller acknowledge, in the event this Contract is cancelled or not closed, fees or costs paid in advance may be non-refundable.

1. AGENCY DISCLOSURE:The Listing Company is: ARC Realty

(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

Seller(s) Initials
The Selling Company is: RealtySouth

(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

Buyer(s) Initials

2. THE TOTAL PURCHASE PRICE SHALL BE \$ 435,000
 Earnest Money ~~\$ 2,000~~ 4000.00

(A) PURCHASE OPTIONS: (Check as applicable)

- ☐ **CASH/NOT CONTINGENT ON FINANCING:** Buyer will either pay cash or obtain financing for the purchase of the Property, but Buyer's obligation to close this transaction is **NOT** contingent on obtaining financing **NOR** the appraised value of the Property. Buyer will provide to Seller a letter of deposit/financial capability to purchase within _____ business days (3 if left blank) from the Finalized Date of this Contract, hereinafter, "Finalized Date" shall mean the date that appears on the last page of this Contract.

- ☒ **FINANCING:** This Contract is contingent on Buyer obtaining approval of a ☒ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Alabama Housing Finance Authority Bond OR ☐ Other _____ loan in the amount of \$ 85,000 or _____ % of the purchase price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the "FHA/VA Amendatory Clause Addendum" must be a part of this Contract. No terms of this financing contingency can be changed without written authorization of Seller.

Buyer will apply for financing within ~~_____ business days~~ from Finalized Date (5 days if not specified) and will provide any and all credit, employment, financial and other information required by the Lender. Either party may cancel this Contract if Buyer, after using diligence and good faith, cannot obtain the financing as specified above. OR, if the purchase price exceeds the appraised value, Buyer and Seller may renegotiate or Buyer may elect to cancel this agreement. In either event, upon the execution of a Mutual Release by the Buyer and Seller, all Earnest Money shall be promptly refunded to the Buyer.

- (B) LENDER REQUIRED REPAIRS:** If Lender requires any repairs to the Property as a condition of Buyer's loan approval, and the Seller declines to pay for the required repairs, then the Buyer may cancel this Contract. If so, Buyer and Seller agree to execute a Mutual Release authorizing the return of the Earnest Money to Buyer.

- (C) LOAN CLOSING COSTS AND PREPAID ITEMS:** Seller agrees to pay up to \$ 0 of Buyer's closing costs and/or prepaid expenses excluding Seller's half of the settlement fee and title insurance cost.

Seller(s) Initials

Buyer(s) Initials

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3. **CLOSING & POSSESSION DATES:** The sale shall be closed, and the deed delivered on or before 12/30/2022. Possession is to be given at closing if the Property is then vacant; otherwise, possession shall be delivered on at closing ☐ (AM) ☐ (PM). In the event Seller retains possession of the Property beyond the day of closing, Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the Property shall be in the same condition as of the day of closing. This provision shall survive the closing and delivery of the deed.
4. **EARNEST MONEY & DEFAULT OF CONTRACT:** Seller and Buyer hereby direct ARC Realty to hold the Earnest Money until this Contract has been accepted and signed by all parties (Finalized Date), at which time the Earnest Money shall be promptly deposited into its escrow account. In the event the title is not insurable pursuant to Section 5. of the Contract, or if the terms of purchase are contingent upon Buyer's ability to obtain lender approval, or if other contingencies as specified herein cannot be met, this Earnest Money deposit is to be refunded. In the event the sale does not close, a separate Mutual Release signed by all parties to this Contract will be required before any Earnest Money will be disbursed. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release.
- In the event either Buyer or Seller claim the Earnest Money without the agreement of the other party, and when the holder of the escrowed funds is a licensed Real Estate Broker, in accordance with Alabama Real Estate License Law Administrative Section 790-X-3-.03 (4) (5) they must either retain the escrowed funds until there is a written agreement among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel this agreement if the Earnest Money check is rejected by the financial institution. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to retain such deposits and pursue their legal or equitable remedies if any hereunder against Buyer.
5. **TITLE INSURANCE:** Seller agrees to furnish Buyer a standard ALTA form Owner's Title Insurance Policy from a title insurer licensed and authorized to issue title insurance policies in the State of Alabama in the amount of the purchase price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Sections 7. and 8. below; otherwise, the Earnest Money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of Closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Buyer ☐ does ☒ does not require an ALTA (Enhanced) Owner's Title Insurance. The additional cost of the ALTA (Enhanced) Homeowner's Policy (the amount above the cost of a standard policy of owner's title insurance) shall be paid by the Buyer.
6. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, homeowners' association and/or condominium association dues, fire district, library district or other dues/fees, if any, are to be prorated between Seller and Buyer as of the date of delivery of the deed. Unless otherwise agreed herein, all ad valorem taxes, except municipal, are presumed to be paid in arrears for the purposes of proration; municipal taxes, ^{DS} (M.P. 1930) are presumed to be paid in advance. Seller represents and warrants that the Property ☒ is ☐ is not currently subject to Class III residential property tax classification. If Seller states Property is classified as Class III property and this representation is in error, Seller will reimburse to Buyer any additional property tax which is in excess of that which would be due had the Property been classified as Class III property for the current tax year. This obligation will survive the closing and delivery of the deed.
7. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by ☒ General, or ☐ Statutory/Special Warranty Deed (General Warranty Deed if neither box is checked) free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be satisfied at the time of closing from the sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller, utility easements, subdivision covenants and restrictions and subject to present zoning classification residential. Buyer ☒ does ☐ does not desire title as joint tenants with right of survivorship.
8. **SURVEY:** Buyer ☒ does ☐ does not require a survey by a registered Alabama land surveyor of Buyer's choosing at Buyer's expense. Available information indicates that the Property ☐ is ☒ is not located in a flood plain, but this will be confirmed by a flood plain certification and/or the surveyor's statement in the survey which is the responsibility of Buyer. Further, unless otherwise agreed herein, the Property is purchased subject to utility easements, residential subdivision covenants and restrictions if any, and building lines of record if any. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether or not the foregoing or other matters revealed by the survey or title insurance commitment, materially impairs the use of the Property for Buyer's intended purposes. (NOTE: Lender or title insurer may require a survey.) RealtySouth recommends a new survey on all purchases and makes no representations as to an existing survey provided by the Seller.
9. **HOME WARRANTY:** Subject to limitations, exclusions, and deductibles, Buyer ☐ does ☒ does not require a Home Warranty Policy effective for one year from date of closing to be paid by ☐ Buyer ☐ Seller with cost not to exceed \$_____.
10. **BUYER'S DUTY TO INSPECT:** Buyer acknowledges and agrees that Alabama law imposes a duty on Buyer to thoroughly inspect a property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further acknowledges that Buyer is aware that professional inspection services and/or contractors may be engaged for this purpose and that RealtySouth and its Sales Associates strongly recommend the use of such professionals but endorse none of them. In fulfilling these duties Buyer acknowledges that RealtySouth advises against utilizing previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller. Buyer understands and agrees that RealtySouth and its sales associates do not possess the expertise to determine the condition of a property, and therefore, Buyer will not rely on any statements or omissions made by RealtySouth or its sales associates regarding the condition of a property. Buyer understands that if a Sales Associate accompanies Buyer on an inspection or walk-through of the Property, it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, (subject to Seller's obligations under

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Section 3. of this Contract, pertaining to Seller's post-closing occupancy of the Property, if any) all conditions of the Property are the responsibility of Buyer.

11. **CONDITION OF PROPERTY:** Neither Seller nor Broker nor any Sales Associate makes any representations or warranties regarding condition of the Property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including, but not limited to, general home inspection, sewer lines or septic inspection, structural inspection, radon testing, EIFS inspection, HVAC inspection, drywall, and/or lead based paint inspection, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the school districts for the subject Property; the presence of Chinese dry wall; the size and area of the Property; construction materials and workmanship; the proper construction of any improvements located upon the Property, structural condition, utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus (Wood Infestation Report); Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood. Buyer shall have the obligation to determine the condition of the Property in accordance with (A), (B) or (C) below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections, if any, until closing. NOTE: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections (for which repairs may be required). **THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.**

BUYER SHALL HAVE THE OBLIGATION TO DETERMINE THE CONDITION OF THE PROPERTY AND ITS SUITABILITY FOR THEIR INTENDED PURPOSES BY SELECTING EITHER (A), (B) OR (C) BELOW:

- ☐ (A) **SALE OF PROPERTY NOT CONTINGENT UPON INSPECTIONS:** Buyer agrees to accept the Property in "AS IS" condition. Seller gives no warranties on any systems or appliances being in good working order either now or at the time of closing and in consideration for this price, Buyer accepts total responsibility for all repairs, improvements, and/or defects in the Property. This provision does not apply to warranties of title to the Property evidenced by the Warranty Deed delivered to Buyer pursuant to Section 7. of this Contract.

Seller(s) Initials

Buyer(s) Initials

- ☒ (B) **SALE OF PROPERTY CONTINGENT UPON INSPECTIONS, NO REPAIRS REQUESTED:** Buyer requires additional inspections of the Property at Buyer's expense. Within 7 business days after the Finalized Date of this Contract, Buyer shall either personally or through others of Buyer's choosing, inspect and investigate the Property.

ns If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer may, at Buyer's sole discretion, terminate this Contract. Buyer shall exercise this option by written notice delivered to Seller with 3 business days. If Buyer elects to terminate this Contract as a result of the inspections, Seller agrees to promptly sign the Mutual Release directing the return of Buyer's Earnest Money. Seller agrees to deliver the Property to the Buyer at closing in the same condition as at the time of Contract, including ordinary wear and tear.

Seller(s) Initials

EP NP

Buyer(s) Initials

- ☐ (C) **SALE OF PROPERTY CONTINGENT UPON INSPECTIONS:** Buyer reserves the right to conduct any inspections of the Property either personally or through others of Buyer's choosing at Buyer's expense, for a period of _____ business days (the "Inspection Period") from the Finalized Date.

- i. No later than _____ business days (3 days if left blank) after the end of the Inspection Period, Buyer, at Buyer's sole discretion, may either (a) terminate this Contract by giving notice to Seller in writing OR (b) provide Seller with a written list of items to be repaired at Seller's expense. If Buyer elects to terminate this Contract as a result of any of the Buyer's inspections, Seller agrees to promptly sign the Mutual Release directing the return of Buyer's Earnest Money. Failure of Buyer to provide a list of requested repairs to Seller in writing within said time period shall constitute a waiver of this inspection contingency and conclusively be deemed acceptance of the Property, including ordinary wear and tear until closing.

- ii. If Buyer makes a written request to Seller to correct unsatisfactory conditions, Seller shall respond to Buyer by written notice within _____ business days (2 days if blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

- iii. If Seller refuses to correct unsatisfactory conditions, Buyer shall respond in writing to Seller within _____ business days (2 days if blank) of receipt of Seller's refusal to correct unsatisfactory conditions by either (a) terminating this Contract and recovering the Earnest Money OR (b) accept Seller's response and proceed to closing.

Buyer's failure to notify Seller in writing of any unsatisfactory conditions OR failure to notify Seller in writing of Buyer's election to terminate this Contract, shall constitute a waiver of this inspection contingency and conclusively be deemed acceptance of the Property, including ordinary wear and tear until closing.

Seller(s) Initials

Buyer(s) Initials

Seller(s) Initials



Buyer(s) Initials

D c S E

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NOTE: "Ordinary wear and tear," as used in Section 11.(B), (C), and Section 12. shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

12. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:

- (A) **SEWER/SEPTIC SYSTEMS:** Seller represents that the Property ☒ is ☐ is not connected to municipal or private sewer disposal system and all sewer charges, including service, impact and connection fees have been paid. Buyer ☒ does ☐ does not require a sewer system inspection at Buyers expense.

If not on sewer, Seller represents that the Property ☐ is ☐ is not connected to a septic tank waste disposal system. If Property is on a septic tank system, Buyer ☐ does ☐ does not require a septic system cleaning and inspection at Buyer's expense. RealtySouth recommends that Buyer have the septic tank/sewer system inspected by a professional.

MPB/DL
Seller(s) Initials

EP WP
Buyer(s) Initials

(B) TERMITE AND/OR WOOD INFESTATION/FUNGUS:

- i. **CONTRACT:** Buyer ☒ does ☐ does not require a termite service contract. If Seller has an existing transferable contract, the contract may be transferred at ☐ Seller's expense ☒ Buyer's expense. If a new contract is required, the cost shall be at ☐ Seller's expense ☒ Buyer's expense. The termite service contract shall be valid and paid in full for one year from date of closing. RealtySouth makes no representations as to the terms or conditions of the termite contract.

MPB/DL
Seller(s) Initials

EP WP
Buyer(s) Initials

- ii. **WOOD INFESTATION REPORT:** Buyer ☒ does ☐ does not require a wood infestation report. If required by Buyer, Lender, or Termite Company, the cost of a wood infestation report shall be at Buyer's expense.

MPB/DL
Seller(s) Initials

EP WP
Buyer(s) Initials

- (C) **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** Lead-based paint and/or lead-based paint hazard disclosure is required for property built on or before 1978. Property ☐ was ☒ was not built prior to 1978 and addendum signed by Sellers and Buyers is attached.

13. **FINAL WALK-THROUGH:** Buyer has the obligation to conduct a walk-through of the Property prior to closing to determine if the items to be repaired by Seller under Section 11.(C) have been satisfied. If Buyer determines any of the following: (a) a condition under Section 11.(C) has not been satisfied; (b) systems as described in the "NOTE" portion of Section 11. are not functioning; or (c) new defects have arisen since Buyer's acceptance of Property under Section 11.(C), then Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the Contract and recover Earnest Money, OR elect to pursue any remedies that the Buyer may have at law or equity for Seller's alleged breach of Seller's obligations under the Contract.

Seller shall deliver the Property vacant, broom swept, clear of trash and debris, including in the attic, basement, and any storage buildings.

Buyer shall be required to sign a final **PRE-CLOSING WALK-THROUGH OF PROPERTY**, indicating that the Property is acceptable and that all terms of Section 11.(C) have been satisfied unless otherwise noted on form. If Buyer fails to conduct this walk-through, Seller's obligations will be deemed fulfilled. Buyer understands that if a Sales Associate accompanies Buyer on the walk-through of the Property, it will be as a courtesy and not as a person qualified to detect any defects. After closing, all conditions of the Property are the responsibility of the Buyer subject to Seller's post-closing occupancy obligations, if any, under Section 3. of this Contract.

MPB/DL
Seller(s) Initials

EP WP
Buyer(s) Initials

14. **BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE:** That RealtySouth, its officers, directors, employees, brokers, and sales associates shall not be held responsible or liable for any obligations or agreements that Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the passing of any information to or from Buyer or Seller and, agree to discharge and release RealtySouth, its 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 and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos; the school districts for the subject Property; the presence of Chinese dry wall; the presence of arsenic in treated wood; the presence of toxic mold; the size and area of the Property; workmanship or construction materials, including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the Property; pending condemnation proceedings, subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; existence of, or damage from, wood destroying insects and/or fungus; Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder developer or the future insurability of the Property; or the compliance of the builder or developer under any builder/developer warranty; builders, developers or Seller's compliance with any covenants and restrictions affecting the Property, appurtenances thereto or any related mortgage terms and conditions.

MPB/DL
Seller(s) Initials



EP WP
Buyer(s) Initials

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15. **SELLER WARRANTIES:** Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, pending condemnation proceedings, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on or affecting Property, or for labor or materials furnished to the Property except as described in this Contract. These warranties shall survive the closing and delivery of the deed.
16. **RISK OF LOSS:** 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 Contract and recovering the Earnest Money, provided that the notice of cancellation is delivered to Seller or Seller's agent prior to closing, or accepting the Property in its damaged condition. 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 Buyer's responsibility to ensure that Buyer has procured adequate insurance effective at the time of closing.
17. **SELECTION OF SETTLEMENT/CLOSING AGENT:** Buyer and Seller hereby agree that the closing of this transaction shall be conducted by a closing attorney or title insurance company and Buyer and Seller ☒ do ☐ do not agree to share equally the settlement or closing charge imposed by the settlement agent. Buyer and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to legal representation of their own choosing, at their own expense, at all times in connection with this Contract and the closing of this transaction.
18. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Buyer; shall not add to the value of the Property; shall be in "AS IS" condition with no warranties, unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items). The provisions of this Section 18. shall survive the closing and delivery of the deed.
19. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer acknowledges that offers other than the Buyer's may have been made or may be made before Seller acts on the Buyer's offer or counteroffer or while Seller is considering Buyer's offer or counteroffer. Seller expressly reserves the right to accept, reject, counter or withdraw any offer or counteroffer at any time prior to one of the offers becoming the primary Contract.
20. **ENTIRE AGREEMENT:** This Contract 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. All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Real Estate Broker, or Real Estate Agent are not a part of this contract. 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 a legally binding Contract. If you do not understand the legal effect of any part of this Contract, seek legal advice before signing.

It is agreed to by all parties to this Contract that signatures may be obtained by sending a facsimile of the signature or by a legally recognized e-signature for the purposes of contractual agreement. Therefore, these facsimile/e-signatures shall be deemed legal and binding.

21. **WORKING DAYS DEFINED:** For the purposes of this Contract, the term business day(s) used throughout shall be deemed to be ~~workdays~~ (Monday-Friday) ending at 11:59 p.m. ~~Central Time unless otherwise specified in this Contract. In the event a performance deadline occurs on a Saturday, Sunday or holiday, as defined herein, the performance deadline shall be postponed to the next following working day. In calculating any time period under this Contract, the commencement day shall be the day following the initial date (e.g. Finalized Agreement Date). The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.~~

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22. **ADDITIONAL PROVISIONS** set forth on the attached addenda _____ and signed by all parties are hereby made a part of this Contract.

A c " a " c ac a b ca a a .

T b c a a a b T P ba C S b C Aaba a

^{DS}
CMPBBDC

DocuSigned by:
Cynthia Marlyne Payne by C. Burton Dunn, Conservator
11/14/2022 11:41 AM PST
Seller
7A8B7711114A4131
(Date)

DocuSigned by:
Elizabeth Prosch
11/12/2022
Buyer 0C8732848F...
(Date)

Seller _____ (Date)

DocuSigned by:
William Prosch
11/12/2022
Buyer 45938C1CF2494A0...
(Date)

EARNEST MONEY:	Receipt is hereby acknowledged of the earnest money as herein set forth.	
	<input type="checkbox"/> Cash	<input type="checkbox"/> Check
AGENCY: _____	By _____	Date _____
Finalized Date: _____ (Date on which last party signed or initialed acceptance of final offer).		

LISTING AGENT:

Name: Marc Scholl
Company: ARC Realty
Cell #: 205-478-2575
Email: marc@marcscholl.com
Real Estate License #: 73755

BUYER AGENT:

Name: Fergus Tuohy
Company: RealtySouth
Cell #: 205-913-2994
Email: ftuohy@realtyouth.com
Real Estate License #: 133633

D c S E

ID: 404892D8-545F-4BDD-9E77-46270F982CA4

BUYER'S DISCLOSURE STATEMENT: VERY IMPORTANT DOCUMENT-PLEASE READ CAREFULLY

This Disclosure Statement has been completed by Buyer and not the Broker or Agent. It is hereby made a part of this Contract regarding the Property at 27 Abbott Square, Birmingham, AL 35242.

BUYER IS ADVISED EITHER PERSONALLY, OR THROUGH OTHER OF BUYER'S CHOOSING, TO INSPECT THE PROPERTY AND NOT RELY ON ANY VERBAL, PRINTED OR WRITTEN DESCRIPTION OF PROPERTY.

- 1) Buyer understands that lenders may require certain inspections such as termite inspection, septic tank inspection, well water inspection, re-inspection of repairs required by and completed as per appraisal; and that although the results of these inspections may satisfy the requirements of these authorities, they may not meet the requirements of Buyer. Buyer is responsible for determining any of the above conditions of the Property material to Buyer's decision to buy the Property. Buyer's Initials EP WP
- 2) Buyer understands that Seller is not obligated to make repairs to the Property except those specifically stated in the Contract. Any lender-required repairs are only repairs required by the lender or the appraiser. Neither Seller nor Buyer is obligated to make repairs required on the appraisal, if any. Buyer should not rely on an appraiser to require or discover needed repairs. An appraiser is not a licensed contractor or a qualified home inspector. Buyer's Initials EP WP
- 3) Buyer understands that Broker and Agent are not responsible for the performance of any repairs, replacements and/or improvements to the Property. Buyer's Initials EP WP
- 4) A Home Warranty should not be purchased in lieu of a professional home inspection. A Home Warranty is subject to many exclusions, including but not limited to, any conditions that pre-exist the purchase of the Property. Buyer's Initials EP WP
- 5) Note the words "working order" in the Contract. This does not obligate Seller to repair or have work done to put appliances and/or systems in perfect or better working condition i.e. cleaning the heating units, working on plumbing with slow drains or low water pressure, etc. These conditions need to be handled before the inspection contingency is removed and not at the "walk-through" just before closing. Buyer's Initials EP WP
- 6) Buyer understands that the Wood Infestation Report is a VISUAL inspection of ACCESSIBLE areas. This inspection does not guarantee that there are no termites, other wood destroying insects or fungus in inaccessible areas. There are no warranties after this inspection except those covered under a Termite Protection Plan (contract-with its limitations). Brokers and agents are not liable for infestations, damage, or fungus detected or not detected by termite inspection companies. Buyer's Initials EP WP
- 7) Buyer understands that any statements as to the square footage and room sizes (living area) of the structure are an estimate only and are not warranted to be exact or accurate by Seller, Broker, or Agent. Buyer is responsible for determining square footage that would be material to Buyer's decision to buy the Property. Buyer's Initials EP WP
- 8) Buyer understands that any statement including, but not limited to easement, encroachments, overlaps, fences off true property lines, boundary line disputes or flood zones are not warranted to be accurate by Seller, Broker, or Agent. Whether a survey is required or not by Lender, Buyer is advised to obtain a current survey of the Property to verify the above. Buyer's Initials EP WP
- 9) Buyer understands that Broker and Agent DO NOT WARRANT the condition of this house, the Property on which it is located or any of the heating, cooling, plumbing and electrical systems or any appliances. Buyer understands that Seller DOES NOT WARRANT the condition of this house, the Property on which it is located or any of the heating, cooling, plumbing or electrical systems or any appliances, other than as stated in the Contract. Buyer's Initials EP WP
- 10) Buyer understands and agrees that any recommendations by Broker or Agent or professional contractor or inspectors are strictly as a courtesy to the Buyer; Buyer's choice of contractors or inspectors is the responsibility of Buyer; Brokers and Agents do no warrant the performance of contractors or inspectors; Buyer also agrees that Seller, Brokers and Agents are not responsible or liable for any conditions of the Property that may not be detected by inspections performed by Buyers, anyone acting on behalf of Buyers, including but not limited to, contractors and inspectors. Buyer's Initials EP WP

Form 10/1/2022

Elizabeth Prosch
Buyer (IN 12/1/2022)

11/12/2022

(Date)

Form 10/1/2022

William Prosch
Buyer (IN 12/1/2022)

11/12/2022

(Date)



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12/12/22, 10:16 AM

PARCEL #: 09 2 03 1 003 037.000
OWNER: PAYNE CYNTHIA MARILYN
ADDRESS: 27 ABBOTT SQ BIRMINGHAM AL 35242
LOCATION: 27 ABBOTT SQUARE BIRMINGHAM AL 35242

[111-A0] Baths: 2.5 H/C Sqft: 2,104
 Bed Rooms: 0 Land Sch: GM
 Land: 70,000 Imp: 286,500 Total: 356,500
 Acres: 0.052 Sales Info: 10/07/2003 \$277,900

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY**ASSESSMENT**

PROPERTY CLASS: 3 OVER 65 CODE: X
 EXEMPT CODE: 30 DISABILITY CODE: D
 MUN CODE: 01 COUNTY HS YEAR: 0
 SCHOOL DIST: 2 EXM OVERRIDE \$0.00
 OVR ASD VALUE: \$0.00

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR \$335,800.00 BOE VALUE: 0
 VALUE:

VALUE

LAND VALUE 10% \$70,000
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 1 Card 1 111 \$286,500

TOTAL MARKET VALUE: \$356,500

TAX-INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$35,660	\$231.79	\$35,660	\$231.79	\$0.00
COUNTY	3	1	\$35,660	\$267.45	\$35,660	\$267.45	\$0.00
SCHOOL	3	1	\$35,660	\$570.56	\$35,660	\$570.56	\$0.00
DIST SCHOOL	3	1	\$35,660	\$499.24	\$35,660	\$499.24	\$0.00
CITY	3	1	\$35,660	\$0.00	\$35,660	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$35,660.00**\$1,569.04****GRAND TOTAL: \$0.00
FULLY PAID****DEEDS****INSTRUMENT NUMBER****DATE**

20030067934000000
20020388690000000
20000004108100000

10/7/2003
 8/13/2002
 11/28/2000



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 01/23/2023 01:25:14 PM
 \$59.00 BRITTANI
 20230123000018730

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		\$0.00
	2021		\$0.00
	2020		\$0.00
	2019		\$0.00
	2018		\$0.00
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00