Drafted by:
Hero Title Company
610 Preserve Parkway
Suite 10
Hoover, AL 35226

When recorded, return to: Levi Home Buyers LLC 27 Ehad Haam St. Apt#13 Rehovot, Centeral 7626017 Israel

File No. 2023-213

AFFIDAVIT & MEMORANUDM OF AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared and entered into this 25th day of April, 2023, by and between Maurice Welch and Julia Welch, husband and wife, hereinafter referred to as "Sellers," and Levi Home Buyers LLC, an Alabama Limited Liability Company, hereinafter referred to as "Purchaser."

WITNESSETH:

The Purchaser and Seller have entered into an agreement for the purchase and sale of the real property described in the attached Exhibit "A" on April 13, 2023, and they desire to enter into this Affidavit & Memorandum of Agreement to give record notice of the existence of said agreement.

In consideration of the premises and other good and valuable consideration, the Seller acknowledge and agree that the property described below was sold to the Purchaser, per the terms of the agreement, is to take place before 16th day of May, 2023, unless extended by provisions of the contract.

Said property is situated in the **County of Shelby**, State of Alabama, described as:

 Tax Parcel
 22 8 34 1 010
 6063 Kensington Way, Calera,

 No:
 010.000
 Common Address: AL 35040

IN WITNESS WHEREOF, the parties have executed this Affidavit & Memorandum of Agreement and have caused their hands and seals to be affixed hereto the day and year first above written.

Levi Home Buyers LLC, an Alabama Limited Liability Company

Shay Levy, Member Manger

STATE OF ALABAMA COUNTY OF JEFFERSON

I, <u>Norwally Manager</u> Notary Public, in and for said County in said State, hereby certify that Shay Levy, Member Manger of Levi Home Buyers LLC whose name as Member Manger of Levi Home Buyers LLC, a AL Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he (she), as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and seal this 16th day of May, 2023.

Notary Public

My Commission Expires: Q(())

MORGAN MEANS My Commission Explres September 1, 2026

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STANDARD AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AGREEMENT dated <u>04-13-2023</u> by and between the following parties:

WELCH MAURICE (SELLER), and WELCH JULIA A (SELLER), and LEVI HOME BUYERS LLC (BUYER)

The parties agree that the SELLER will sell, and BUYER will buy the following property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

1. SUBJECT PROPERTY: Located in the County of **Shelby**, State of **Alabama** known by street address: **6063 Kensington Way Calera, AL 35040** Parcel#: **228341010010000**

Legal Description: SEC/TWNSHP/RAN 34 21S 02W NBRHD: 03 KENSINGTON R-2

This sale includes the above-described real property and shall also include all personal property and fixtures, including attached lighting fixtures, ceiling fans, drapery, mailbox. sheds, fences, appliances, and installed landscaping. The following personal property is not included: N\A

- 2. TOTAL PURCHASE PRICE: \$147,000.00
- 3. PAYMENT METHOD FOR PURCHASE: CASH
- 4. ZONING & RESTRICTIONS: Unless the property is zoned SFR and can be legally used for a SFR or if there is notice of proposed zoning changes or deed or other restrictions that could prevent such use at the time of closing, buyer will have the right to terminate this agreement.
- 5. CLOSING: Closing shall be on or before **06-13-2023**. Seller shall convey title by General Warranty Deed (unless otherwise specified), subject to taxes, existing zoning, covenants, restrictions, and easements of record. Closing to be held at the office of: **Hero Title Company**, 610 Preserve Pkwy, Hoover, AL 35226. If title evidence or survey reveal any issues deemed unsatisfactory to Buyer in it's sole discretion, Buyer shall have the right to terminate this agreement.
- 6. CLOSING COSTS:

Buyer Shall Pay: PAYS CLOSING COSTS.

Seller Shall Pay: NONE.

7. PRORATIONS: ALL Property taxes, rentals, association or condominium fees, hazard insurance and interest on loans will be prorated as of the date of closing. Pro-Rated Property Taxes will be Paid by:

SELLER

Delinquent Taxes will be paid by:

SELLER

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- 8. TITLE: Seller shall provide clear and marketable title on or before closing. Any expense of curing title including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller, unless otherwise agreed in writing. Buyer may accept or reject the title commitment policy issued by title company for any reason prior to closing and if rejected, Buyer may terminate this contract and be entitled to return of all earnest money.
- 9. CONDITION OF PROPERTY: Buyer accepts property in it's present "as is" condition. Seller understands that there will be no home inspection performed, no appraisals, and no repairs requested to be done by Seller.
- 10. OCCUPANCY AND POSSESSION: Property is occupied, and buyer will be given occupancy at closing.
- 11. ACCESS TO PROPERTY: Seller shall provide Buyer a key or otherwise make property accessible to Buyer and/or Buyer's lender, partner, contractor, appraiser, or inspector prior to closing. Seller will allow Buyer to market, list on the MLS, negotiate, and resell the property to a third party via assignment of contract within this contract period. 12. FILING OF MEMORANDUM: Seller agrees that Buyer may execute, acknowledge, and record a memorandum of this Contract. In the event the Memorandum of Contract is delivered to Escrow Agent for purpose of recording, Escrow Agent shall record the Memorandum of Contract in the Official Records of the County upon instruction from Buyer.
- 13. AUTHORISATION TO SIGN LISTING DOCS AND OFFERS: Seller specifically authorizes and gives permission to the Buyer to list the property on any and all multiple listing (MLS) for the purpose of marketing & selling the property. This includes executing listing agreement(s), listing agreement addendum(s), disclosures, sales contracts, and addendums.
- 14. ASSIGNMENT OF CONTRACT: Buyer may assign this contract, without restriction. In the event assigned, all rights, interests, suits, claims, and titles in this contract will be assigned with assignor released from all liability.
- 15. DUE DILIGENCE: This agreement is conditional upon the Buyer in its sole discretion being satisfied that the property is suitable for the Buyer intended uses following the Buyer carrying out due diligence investigations on the overall viability of the property.
- 16. DEFAULT: If Buyer defaults on the agreement, all deposits will be retained by the Seller as full settlement of any claim whereupon both parties will be relieved of all obligations under this agreement. If Seller defaults, the Buyer may seek specific performance or elect to receive the return of the Buyer's earnest money without thereby waiving any action for damages resulting from Seller's breach.

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- 17. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
- 18. TIME OF ACCEPTANCE: If this offer is not signed by Buyer and Seller and Delivered to Buyer and Seller or their Prospective Representative (including by Email or Fax) or on Before 04-14-2023, then this offer will terminate. This time for acceptance of any counter offer shall be 24 hours from the time the counter offer is delivered.

DocuSigned by:

Buyer: Levi Home Buyers

Date: 4/13/2023

Phone: 205-598-4197

Email: info@levihomebuyers.com

DocuSigned by:

Seller: Man Welch
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Date: 4/13/2023 4/13/2023

Phone: 205-261-8495

Email: mrdw.74@gmail.com



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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