



20240717000217220 1/3 \$28.00  
Shelby Cnty Judge of Probate, AL  
07/17/2024 10:38:15 AM FILED/CERT

## AGREEMENT TO PURCHASE REAL ESTATE

This agreement is between The Estate of Terry Lee Wilkins  
("Seller" "Owner(s) of Record"), and  
Uplift Homes LLC ("Buyer"). The  
Buyer and Seller, when mentioned together may be referred to as Parties.  
Seller agrees to sell to Buyer the property known as  
5259 Birdsong Rd Birmingham, AL 35242 ("Properties").

### Legal Description:

Lot 67 Sunny Meadows 2nd Sector

The parties agree to the following terms and conditions: **EARNEST MONEY:** Buyer will pay \$500 to Seller as an earnest money deposit which shall be delivered to **Title Company Of Buyers Choice (Closing / Escrow Agent)** within 5 business days of finalized contract. If Buyer fails to close, then the earnest money will be forfeited to Seller as full liquidated damages. If Seller cannot deliver marketable title to the Property to Buyer at Closing, then Seller shall authorize the title escrow agent to return the earnest money deposit to Buyer. The remedy of specific performance shall not be available to either party.

**PURCHASE PRICE:** Buyer will pay the purchase price of \$124,000. The entire purchase price shall be paid to the seller at closing, less tax and rent prorations and deductions to provide a marketable title and/or to pay off all liens against the property.



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**CLOSING TERMS AND CONDITIONS:** Closing will be within 30 business days or less of both Parties' execution of this Agreement ("Closing" or the "Closing Date"). The Seller will choose the closing agent, and the buyer will pay for all escrow and/or closing company costs as well as recording fees and documentary taxes (less otherwise specified). The seller will convey title via general warranty deed at closing. The seller agrees to provide a marketable title, free and clear of any lien, defect, or encumbrance.

**ATTORNEY FEES:** If legal action is needed to enforce any part of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs., including any incurred on appeals or in the negotiation or alternative dispute resolution of the dispute.

**THIS IS THE ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties. No other representations have been made or relied on in making this Agreement. If any part or provision in this agreement is held to be invalid or unenforceable, the remaining valid provisions shall remain in force and effect.

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.**

**OTHER PROVISIONS:**



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By signing below, you understand and agree to the terms and conditions of this agreement to purchase Real Estate.

BUYER

ERIK AVIAS

SIGNATURE

*Erik Avias*

DATE

7/16/24

SELLER

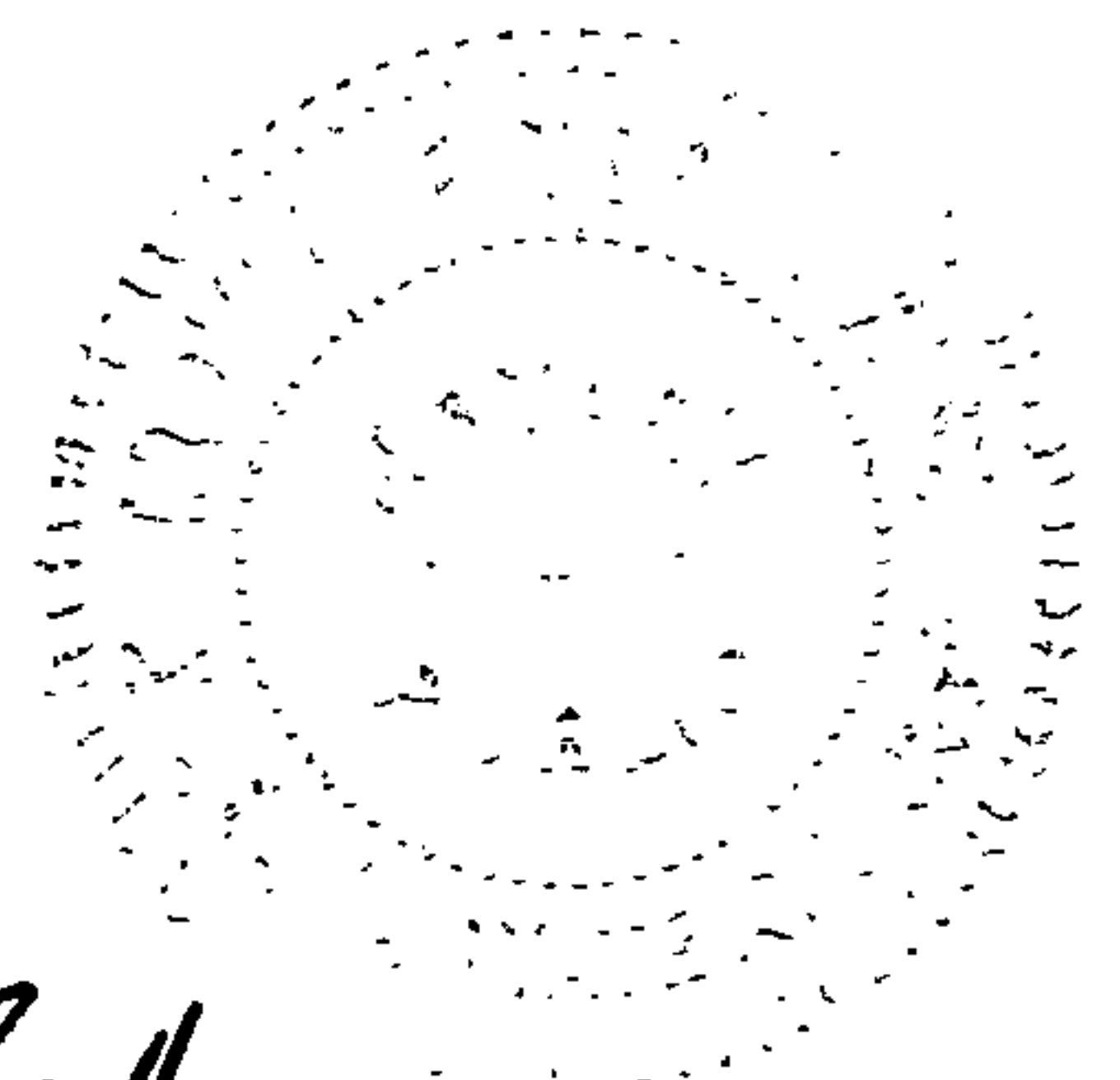
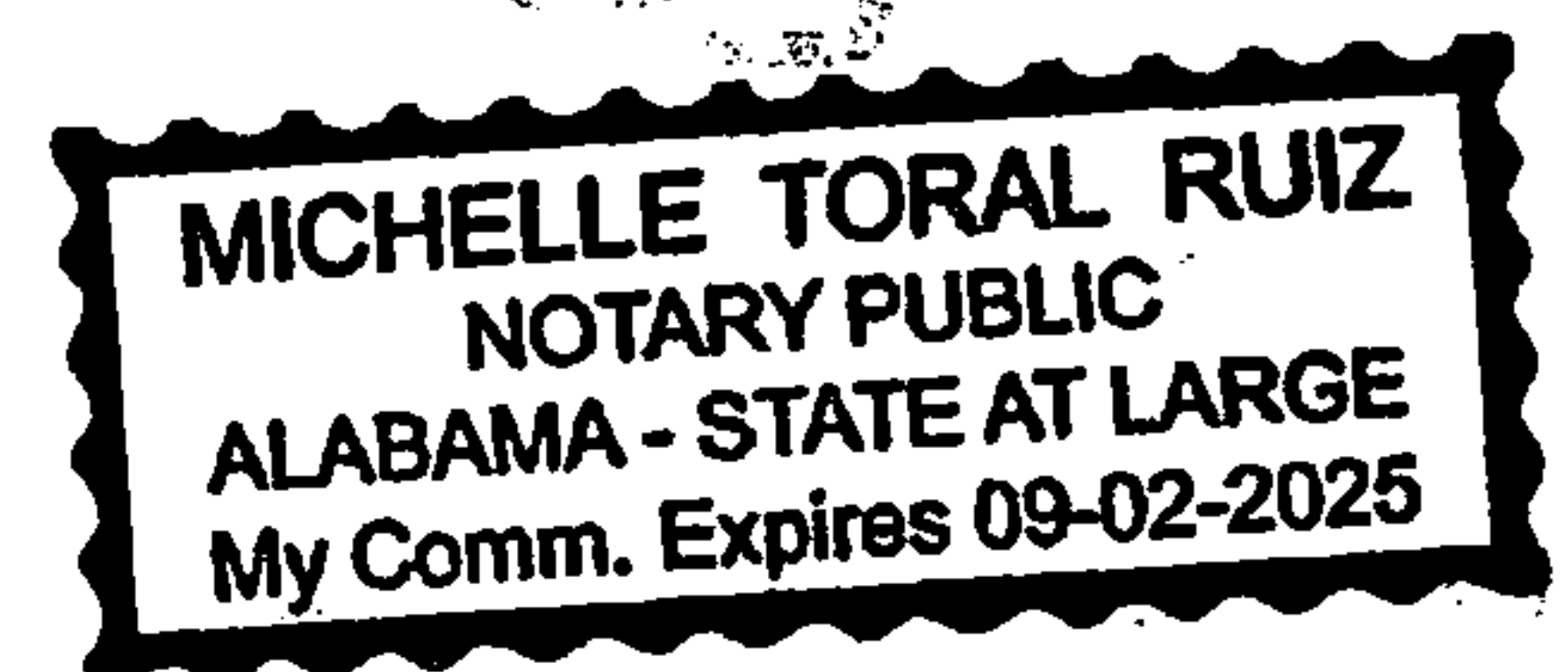
THE ESTATE OF JERRY LEE WILKINS

SIGNATURE

*Callie Wilkins*

DATE

7/16/24



*Michelle Toral Ruiz*

07/16/2024