

Prepared By:

PHB REAL ESTATE LLC

MEMORANDUM AND NOTICE OF AGREEMENT

BEFORE ME, the undersigned authority, on this day personally appeared **Jonathan Aguilar**, who being first duly sworn, deposes and says that:

1. On the 21st of May 2025, an agreement for the Purchase of Real Estate Contract was entered into by and between **PHB REAL ESTATE LLC** as Buyer, and Eric Hudnall, the Owner of Record, as Seller of the real property described as: **180 Highland View Dr, Birmingham, AL 35242**
2. Per the terms of the agreement the closing date may be undetermined and may have a renewable term. If a purchase and sale, or an agreement with a pre-determined term, the closing shall take place on or before the 28th of July, 2025.
3. A copy of the said agreement for purchase and sale may be obtained by contacting:

Gabby Garcia

Gabby@positivehousebuyers.com

FURTHER AFFIANT SAYETH NOT.

In witness whereof, signed, sealed and delivered in the presence of:

Jonathan Aguilar

AFFIANT

David Merkatz

WITNESS David Merkatz

WITNESS

STATE OF: Florida

COUNTY OF: Broward

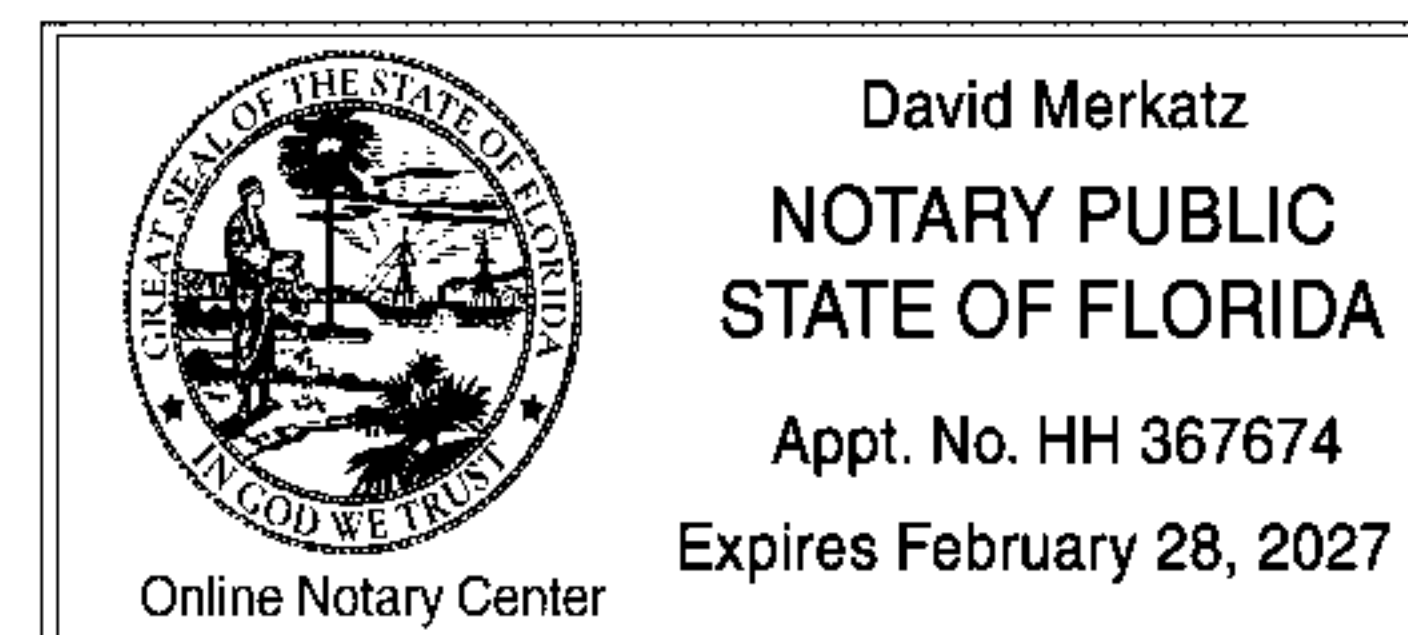
Before me personally appeared Jonathan Aguilar who is personally known to me, and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the state and County aforesaid, this 15th day of July, 2025.

Notary Public: David Merkatz
David Merkatz

State of: Florida

My Commission Expires: 02/28/2027



Notarial Act performed by Audio-Video Communication.



Real Estate Purchase Agreement

This agreement is made on: **05/21/2025**

between Seller(s): **Eric Hudnall**

Buyer(s): **PHB Real Estate LLC**

Seller agrees to sell and buyer agrees to buy the following described real estate property as-is together with all improvements and fixtures described below:

Property Address: 180 Highland View Dr, Birmingham, AL 35242

The net purchase price to be paid as follows: **\$1,250,000.00**

All closing costs, title fees, transfer taxes and other title costs are to be paid in full by Buyer.

Seller's Initials: *E.H.* / _____

Buyer's initials: *P.R.*

1. PRORATIONS, IMPOUNDS & SECURITY DEPOSITS:

Loan interest, insurance, and rents shall be prorated as of the date of closing. All security deposits shall be transferred to the buyer at closing.

2. CLOSING DATE AND TRANSFER OF TITLE:

The Seller and Buyer will set closing to be 45 days or sooner after the end of Buyer's inspection period. If closing is not possible within this time due to issues that arise during title search or occupancy of the property, closing may be extended for 30 days, at option of Buyer and Seller together with a written addendum to this agreement. Closing will be held at Reli Title. Seller(s) agree to transfer marketable titles free and clear of all encumbrances except those listed.

3. DAMAGE TO PROPERTY:

Seller shall maintain property in its current condition as the date of ratification and keep it protected against all loss until the day of closing. In the event of destruction covered by insurance, Buyer may elect to close and collect the insurance proceeds.

4. SUCCESSORS AND ASSIGNEES:

The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties. Seller also agrees that Buyer may deliver the Memorandum of Contract to the Escrow Agent for the purpose of recording, and the Escrow Agent shall record the Memorandum of Contract in the Official Registry of Deeds in the County where the subject property is located, upon instruction from the buyer.

5. DEFAULTS:

If the seller defaults, the buyer may pursue all remedies allowed by law and the seller agrees to be responsible for all costs incurred by the buyer as a result of the seller's default.

6. ACCESS:

Seller grants Buyer permission to access Property, and will make the Property reasonably available to Buyer and to Buyer's representatives, inspectors, partners, realtors, assignees, property managers, and authorized individuals to conduct walkthroughs and inspections of the property.

Seller's Initials: E.H. / _____

Buyer's initials: P.R.

7. INSPECTION:

(a) The buyer's 20 business days inspection period will begin once the Buyer walks the property for the first time. (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections; and (c) if Buyer determines upon inspection that the Property is not acceptable due to major unforeseen problems with the property conditions, Buyer may cancel this Contract by delivering written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract.

8. PRE-MARKETING AGREEMENT:

Seller, hereby appoints Buyer as its attorney in fact with the full power and authority to act in the name and place of Seller for the execution of any and all documents and offers necessary to list the Property on websites including but not limited to Multiple Listing Service ("MLS") and Buyer's contract interest in the Property on the MLS, investor networks, Zillow, and/ or realtors for the purpose of marketing & selling the Property. This includes executing listing agreement(s), listing agreement addendum(s), disclosures, sales contracts and addendums. The authority herein shall include such incidental acts as reasonably required to carry out the authorities granted herein. This authorization is effective upon execution. This authorization may be revoked when the above state one (1) time power or responsibility has been completed. This authorization form shall automatically be revoked upon either party's death or incapacitation, provided any person relying on this power of attorney shall give full rights to accept and rely upon the authority of the Attorney-in-Fact until the receipt of actual notice of revocation.

9. ADDITIONAL TERMS AND CONDITIONS:

Property to be vacant at the time of closing.

Seller's Initials: E.H. / _____

Buyer's initials: P.R.

**NO ORAL CHANGES OR REPRESENTATIONS: EACH PARTY
ACKNOWLEDGES THAT THIS CONTRACT SETS FORTH IN FULL THE
ENTIRE CONTRACT BETWEEN THE PARTIES, AND THAT SUCH PARTY
HAS NOT RELIED ON ANY ORAL CONTRACT, STATEMENT,
REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN
WRITING IN THIS CONTRACT.**

This Contract supersedes any and all prior understandings and contracts. This Contract
may be amended or modified only by an agreement in writing signed by Buyer and
Seller.

APPROVED AND ACCEPTED BY BUYER

BUYER: PHB Real Estate DATE: 2025-05-29

APPROVED AND ACCEPTED BY SELLER

SELLER: Eric Hudnall DATE: 2025-05-29

SELLER: _____ DATE: _____

TC to be main point of contact after ratification of this agreement:

Gabby Garcia - gabby@positivehousebuyers.com - (404) 905-9847

Seller's Initials: E.H. / _____

Buyer's initials: P.R.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
Y7CFA-2ZSUM-HUWIE-N7EL8

DOCUMENT COMPLETED BY ALL PARTIES ON
29 MAY 2025 21:33:56 UTC

SIGNER	TIMESTAMP	SIGNATURE
ERIC HUDNALL EMAIL HUDNALL1123@ME.COM	SENT 21 MAY 2025 15:57:24 UTC VIEWED 23 MAY 2025 16:01:29 UTC SIGNED 29 MAY 2025 21:19:19 UTC	 IP ADDRESS 104.56.154.189 LOCATION BIRMINGHAM, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 MAY 2025 16:01:29 UTC

PHB REAL ESTATE LLC EMAIL OFFERS@POSITIVEHOUSEBUYERS.COM	SENT 21 MAY 2025 15:57:24 UTC VIEWED 29 MAY 2025 21:33:22 UTC SIGNED 29 MAY 2025 21:33:56 UTC	 IP ADDRESS 187.251.114.60 LOCATION CANCÚN, MEXICO
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RECIPIENT VERIFICATION

EMAIL VERIFIED
29 MAY 2025 21:33:22 UTC



Pre Marketing Agreement - Authorization Form

BE IT ACKNOWLEDGED that I/we Eric Hudnall & Dorothy Harris, the
“Seller”, do hereby grant a limited and specific authorization to sign Jonathan Aguilar at 524 Canterbury
Park Lane Ponder TX 76259 as my Attorney-In-Fact

Said Attorney-In-Fact shall have full power and authority to undertake and perform the following
acts on my behalf, related to 180 Highland View Dr, Birmingham, AL 35242 (the “Property”):

- 1. Seller specifically authorizes and gives permission to the Attorney-In-Fact to list the
property on any and all multiple listing service(s) (MLS) for the purpose of marketing &
selling the Property. This includes executing listing agreement(s), listing agreement
addendum(s), disclosures, sales contracts and addendums.

The authority herein shall include such incidental acts as reasonably required to carry
authorities granted herein.

This authorization is effective upon execution. This authorization may be revoked when the
above state on (1) time power or responsibility has been completed.

This authorization form shall automatically be revoked upon my death or incapacitation,
provided any person relying on this power of attorney shall give full rights to accept and reply
upon the authority of the Attorney-In-Fact until the receipt of actual notice of revocation.

Name: Eric Hudnall Signature: Eric Hudnall Date: 2025-05-29

Name: _____ Signature _____ Date: _____

CERTIFICATE *of* SIGNATURE

REF. NUMBER
Y7CFA-2ZSUM-HUWIE-N7EL8

DOCUMENT COMPLETED BY ALL PARTIES ON
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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/16/2025 12:08:40 PM
\$46.00 JOANN
20250716000215310

Allie S. Bayl

