20250724000224620 1/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA

IN RE: THE ESTATE OF PATRICIA GRUND CUMMINGS, deceased.

CASE NO. 2025PC019

PETITION TO SELL REAL PROPERTY

COMES NOW the Petitioner, **EMILY KELLEY**, Administrator for the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER**, and shows unto the Court as follows:

1. Petitioner was named Administrator of the Estate of Patricia Grund Cummings on March 25, 2025.

2. The Decedent is survived by the following next of kin:

a) Jason Brown, son, an adult of sound mind.
107 Highway 203
Montevallo, AL 35115

b) Emily Kelley, daughter, an adult of sound mind.
112 Legacy Parc Drive
Pelham, AL 35124

c) Sara Roper, daughter, an adult of sound mind
1521 Lake Heather Reserve
Birmingham, AL 35242

d) Jeffrey Roper, son, an adult of sound mind
2906 Buck Horn Cove
Vestavia Hill, AL 35242

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Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
3 Page(s)

3. As Administrator of the estate, Petitioner does not have authority to sale the real property of Patricia Grund Cummings.

4. A sales contract was signed for the purchase of Mrs. Cummings commercial property located at 808 Main Street, Montevallo, Alabama 35115 and the Petitioner is asking for authorization to go forward with a sale. A sales contract is attached as Exhibit "A".

5. Said real property is found in Instrument Number 20190823000311810 in the Probate Office of Shelby County, Alabama and more specifically described as:
PARCEL I: A part of Lot 33, according to the original plan of the City of

20250724000224620 2/65 $214.00
Shelby Cnty Judge of Probate, AL
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Montevallo, Alabama, and more particularly described as follows: Begin at the intersection of the Easterly right of way of Vine Street and the Northerly right of way of Island Street; Thence Easterly along said Northerly right of way 74.83 feet; Thence 90 degrees 00 min. to the left 206.0 feet; Thence 90 degrees 00 min. to the left 74.83 feet; Thence 90 degrees 00 min. to the left 206.0 feet to the Point of Beginning; being situated in Shelby County, Alabama.

PARCEL II: Commence at the Northwesterly corner of Lot 33, according to the original plan of the Town of Montevallo, Alabama; Thence Northeasterly along the South line of Main Street run 30.00 feet to the Point of Beginning; Thence continue along last described course 47.91 feet; Thence right 90 degrees and run 78.00 feet to the Northeast corner of a building; Thence right 90 degrees and run 3.08 feet; Thence left 90 degrees and run 16.00 feet; Thence right 90 degrees and run 44.83 feet; Thence right 90 degrees and run 94.00 feet to the Point of Beginning; being situated in Shelby County, Alabama.

6. Said real property has a tax appraised value of $537,620.00 with the Tax Assessor's Office of Shelby County, Alabama. 2025 Tax Assessment is attached as Exhibit "B".

7. The potential buyer has made an offer of $325,000.00.

8. Petitioner represents to this Honorable Court that the sum of $325,000.00 will be a proper sum for the sale of the subject real property. A letter of explanation is attached from a license Realtor explaining that this is the best offer available. Attached as Exhibit "C"

9. Petitioner states that proceeds from the sale of the property will be used to pay expenses and the remainder after all cost, commissions and expenses shall be placed in an estate account.

WHEREFORE, pursuant to Ala. Code § 43-2-844, Petitioner prays the Court to authorize Petitioner to sell the real property without any further court approval, and for such other relief as may be proper.

Emily Kelley, Petitioner

HOLLIMAN & HOLLIMAN, PLLC
John R. Holliman, ESQ
2057 Valleydale Road, STE 111
Hoover, AL 35244
Phone: 256-259-3301
Fax: 256-259-3302

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

STATE OF ALABAMA)
JACKSON COUNTY)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Emily Kelley, whose name is signed to the foregoing consent and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO
NOTARY PUBLIC
MY COMM EXP: 10-3-2028
ALABAMA STATE AT LARGE

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

KAY IVEY
Governor

Alabama Medicaid Agency

501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624

www.medicaid.alabama.gov
e-mail: almedicaid@medicaid.alabama.gov

Telecommunication for the Deaf: 1-800-253-0799
334-242-5000 1-800-362-1504

STEPHANIE MCGEE AZAR
Commissioner

April 08, 2025

Bibb County Probate Court
8 Court Sq W
Suite A
Centreville, AL 35042-2232

Re: PATRICIA GRUND CUMMINGS
Case No.: 2025PC019

Dear Judge Kemmer:

Upon review of our records, we were unable to locate PATRICIA GRUND CUMMINGS based on the information received. There were no charges paid by Medicaid, so there are no monies from PATRICIA GRUND CUMMINGS's Estate account owed to the Alabama Medicaid Agency.

If you have any questions or further information/documentation is required, please contact me by writing to the address above or by telephoning (334) 242-4098.

Sincerely,

Katrina Marshall
Estate Notice Office

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Recorded in Above Book and Page
4/10/2025 3:59:33 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

This notice does not constitute a complete satisfaction or release of any other possible claim that the Alabama Medicaid Agency or any other agency of the State of Alabama may have against the estate should any additional assets become available or medical claims paid.

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Shelby Cnty Judge of Probate, AL
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IN RE:	)	**IN THE**
THE ESTATE OF	)	**PROBATE COURT FOR**
PATRICIA GRUND CUMMINGS,	)	**BIBB COUNTY, ALABAMA**
deceased.	)	**Case No:** 2025 PC 019

LETTERS OF ADMINISTRATION

Letters of Administration on the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased**, are hereby granted to **EMILY KELLEY**, who has duly qualified and given bond as such Personal Representative, and is authorized to administer such estate. Subject to priorities stated in Ala. Code, §43-8-76 (1975, as amended), the said personal representative, acting prudently for the benefit of interested person, has all the powers authorized in transactions under Ala. Code §43-2-843 (1975, as amended).

WITNESS my hand and dated this, the 25th day of March, 2025.

PR Book:54 Page:435
Recorded in Above Book and Page
3/26/2025 4:18:33 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

Stephanie W. Kemmer
Judge of Probate

****

STATE OF ALABAMA)
)
BIBB COUNTY)

I, **Stephanie Kemmer**, Judge of Probate in and for said County and State, hereby certify that the within and foregoing is a true, correct and complete copy of the Letters of Administration issued to **EMILY KELLEY**, as Administrator of the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased**, are hereby granted to **EMILY KELLEY, deceased**, as the same appears of record in my office, and are still in full force and effect.

GIVEN under my hand and seal of office, this the _____ day of _____, 20___.

_____
Judge of Probate

20250724000224620 6/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA

IN RE: The Estate of)
PATRICIA GRUND CUMMINGS,)
Deceased.)

Case No.: 2025PC019

NOTICE OF PUBLICATION

Letters of Administration in the matter of the estate of Patricia Grund Cummings, having been granted to Emily Kelley on the 25th day of March, 2025 by the Honorable Stephanie Kemmer, Probate Judge of said county, notice is hereby given that all persons having claims against said estate are hereby required to present the same within the time allowed by law, or the same will be barred.

The above notice will run for three consecutive weeks in the Centreville Press.

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Recorded in Above Book and Page
3/26/2025 4:22:43 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

Stephanie W. Kemmer

STEPHANIE KEMMER, PROBATE JUDGE

Send Invoice to:
Holliman & Holliman
John R. Holliman, Esq
402 South Broad Street, STE 200
Scottsboro, AL 35768

PR Book:54 Page:427
Recorded in Above Book and Page
3/26/2025 4:14:31 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
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20250724000224620 7/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN RE:)
THE ESTATE OF)
PATRICIA GRUND CUMMINGS,)
deceased.)

IN THE
PROBATE COURT FOR
BIBB COUNTY, ALABAMA

Case No: 2025PC019

PETITION FOR LETTERS OF ADMINISTRATION

To: Honorable Stephanie Kemmer, Judge of Probate Court, Bibb County:

The Petitioner, **EMILY KELLEY,** respectfully represents to the Court that **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER,** departed this life on or about the 20TH of January, 2025, leaving no Last Will or Testament, so far as your Petitioner knows or believes, and that her death was known more than five days before this day.

The Petitioner further says that the said **PATRICIA GRUND CUMMINGS** was, at the time of her death, an inhabitant of Bibb County, Alabama, and had an estate in Bibb County, Alabama consisting of personal property with cash and securities of an unknown value at approximately $2,000 and real property located at 1671 Walnut Street, Centreville, Al with tax assessed value of $100,300.00 and real commercial property located at 808 Main Street, Montevallo, AL with a tax assessed value of $524,320.00. Petitioner is surrendering a bond in the amount of Twenty-Five Thousand Dollars ($25,000).

The Decedent was not married, had four children, and is survived by the following next of kin:

A. Jason Brown, son, an adult of sound mind
107 Highway 203
Montevallo, AL 35115

B. Emily Kelley, daughter, an adult of sound mind
112 Legacy Parc Drive
Pelham, AL 35124

C. Sara Roper, daughter, an adult of sound mind
1521 Lake Heather Reserve
Birmingham, AL 35242

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Shelby Cnty Judge of Probate, AL
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D. Jeffrey Roper, son, an adult of sound mind
2906 Buck Horn Cove
Vestavia Hill, AL 35242

The Petitioner is over the age of nineteen years, and in no respects disqualified under the law from serving as an Administrator. Petitioner believes that the Estate should be immediately administered to the end that the said property may be collected and preserved for those who shall appear to have legal right or interest therein, does therefore, by virtue of her right under the statute, pray that the Court will grant Letters of Administration to her on the Estate of **Patricia Grund Cummings.**

EMILY KELLEY, Petitioner
112 Legacy Parc Drive
Pelham, AL 35124

HOLLIMAN & HOLLIMAN, PLLC

John R. Holliman, Esq.
2491 Pelham Parkway
Pelham, AL 35124
john@hollimanlegal.com
PH: (205) 663-0281
FAX: (256) 259-3301

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

EMILY KELLEY, being duly sworn, deposes and says that the facts averred in the above Petition are true, according to the best of her knowledge, information and belief.

SUBSCRIBED and sworn to before me on this 18 day of March, 2025.

Notary Public
my comm Exp: 8/18/27

JOHN R. HOLLIMAN, ATTORNEY
NOTARY PUBLIC
STATE OF AL

THE FRONT OF THIS DOCUMENT IS PINK - THE BACK OF THIS DOCUMENT IS BLUE AND HAS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

ALABAMA
Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State File Number 101 2025-02457

1. DECEASED LEGAL NAME: Patricia Grund Cummings			2. DATE AND TIME OF DEATH: Jan 20, 2025 0305
3. ALIAS NAME(IF ANY): None Given			4. DATE AND TIME PRONOUNCED DEAD: Jan 20, 2025 0305
5. COUNTY OF DEATH: Bibb	6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE: Centreville, 35042	7. PLACE OF DEATH: 1671 Walnut Street	
8. SEX: Female	9. LAST NAME PRIOR TO FIRST MARRIAGE: Grund		10. SERVED IN ARMED FORCES: No

11. AGE	UNDER 1 YEAR: MONTHS / DAYS	UNDER 1 DAY: HRS. / MINS.	12. DATE OF BIRTH	13. BIRTHPLACE (State or Foreign Country)	14. SOCIAL SECURITY NUMBER
69			Nov 10, 1955	Alabama	Unknown

15. MARITAL STATUS	16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE	17. RESIDENCE STATE
Widowed		Alabama

18. RESIDENCE COUNTY	19. CITY, TOWN OR LOCATION AND ZIP CODE	20. STREET ADDRESS
Bibb	Centreville, 35042	1671 Walnut Street

21. INFORMANT NAME, RELATIONSHIP AND ADDRESS: Jason Brown, Son, 107 County Rd 203, Montevallo, AL 35115

22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE	23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE
Fred Grund	Maythel Angleine Pitts

24. DISPOSITION OF BODY	25. CEMETERY OR CREMATORY	26. LOCATION		
Cremation	Johns-Ridout's	Birmingham, Alabama		
27. DATE OF DISPOSITION	28. FUNERAL DIRECTOR OR OTHER AGENT	29. LICENSE NUMBER	30. DATE SIGNED	
Jan 26, 2025	Victoria Simmons,		Jan 27, 2025	
31. FUNERAL HOME NAME AND ADDRESS: Rockco Funeral Home, 805 Bham Rd, Centreville, AL 35042			32. LICENSE NUMBER	

33. MEDICAL CERTIFICATION: Coroner

34. NAME	35. LICENSE NUMBER	36. DATE SIGNED
Patrick Turner, Coroner		Jan 27, 2025

37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH: 157 SW Davidson Drive, Centreville, Alabama 35042

38. REGISTRAR	39. DATE FILED
Nicole Henderson Rushing	Jan 27, 2025

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH	INTERVAL
IMMEDIATE CAUSE A. Chronic Obstructive Pulmonary Lung Disease	Unknown
UNDERLYING CAUSE: DUE TO (OR AS A CONSEQUENCE OF): B. Cardiac Dysrhythmia	Unknown
DUE TO (OR AS A CONSEQUENCE OF): C.	
DUE TO (OR AS A CONSEQUENCE OF): D.	

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH

42. MANNER OF DEATH	43. PREGNANT (IF FEMALE)	44. AUTOPSY	45. FINDINGS CONSIDERED	46. TOXICOLOGY	47. FINDINGS CONSIDERED	48. TOBACCO USE CONTRIBUTED TO DEATH
Natural Causes		No		No		Unknown

49. HOW INJURY OCCURRED

50. DATE AND TIME OF INJURY	51. INJURY AT WORK	52. IF TRANSPORTATION INJURY, SPECIFY
53. PLACE OF INJURY	54. LOCATION OF INJURY	

ADPH HS E2/REV 01-21

ANY ALTERATIONS VOID THIS DOCUMENT

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2025-142-628-1

February 3, 2025

Nicole H. Rushing
Nicole Henderson Rushing
State Registrar of Vital Statistics

COPY

Bond No. 93 ED Y256 3

20250724000224620 10/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

BOND OF EXECUTOR, ADMINISTRATOR OR GUARDIAN

STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

PROBATE COURT

STATE OF ALABAMA
} ss.
COUNTY OF **BIBB**

PR Book:54 Page:431
Recorded in Above Book and Page
3/26/2025 4:16:18 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
3 Page(s)

IN THE MATTER OF THE
☐ Estate
☐ Guardianship

OF **PATRICIA GRUND CUMMINGS**

☒ Deceased
☐ Incompetent
☐ Minor

Bond of
☐ Executor/trix
☒ Administrator/trix
☐ Guardian
☐ _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **EMILY KELLEY** as Principal, and State Farm Fire and Casualty Company, a corporation of Illinois, as surety, are held and firmly bound unto Stephanie W. Kemmer Judge of the Court of Probate for said County, and his successors in office, in the penal sum of **TWENTY FIVE THOUSAND AND 00/100** Dollars **($25,000.00)**, for the payment, well and truly to be made and one, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents. And we waive in favor of this bond all right to claim and exemption of personal property allowed by the laws of the State of Alabama.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal, shall faithfully discharge the duties of his, her, their trust as **ADMINISTRATOR**,
(EXECUTOR, ADMINISTRATOR, GUARDIAN, ETC.)
of the estate of **PATRICIA GRUND CUMMINGS** according to law, then the above obligation is to be void, else to remain in full force.

Dated, signed and sealed with our seals this **26TH** day of **FEBRUARY, 2025**

Principal

STATE FARM FIRE AND CASUALTY COMPANY
One State Farm Plaza, Bloomington, IL 61710
309-766-2090
By: Kathy J Walker
Attorney-in-fact

Licensed Resident Agent
Agents address 4778 Hwy 25 Montevallo, AL 35115
Agent's phone number 205-665-7190

Taken, approved and ordered to be recorder this 26th day of March, 2025

STATE OF ALABAMA
SAMANTHA GUILLOT
NOTARY PUBLIC
MY COMM EXP. 10-3-2028
ALABAMA STATE AT LARGE

I swear that I will faithfully discharge the duties of my trust as **ADMINISTRATOR**
(EXECUTOR, ADMINISTRATOR, GUARDIAN, ETC.)
of the person and estate of **PATRICIA GRUND CUMMINGS** according to law; so help me God.

Principal

Subscribed and sworn to before me, the 5th day of March, 2025

My Commission Expires 10/03/2028

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

ACKNOWLEDGMENT OF SURETY

STATE OF **ILLINOIS**

} ss

COUNTY OF **MCLEAN**

OFFICIAL SEAL
KIMBERLY FILTER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires September 16, 2025

I, **Kimberly Filter**, in and for said county in the state aforesaid, do hereby certify that **KATHY J WALKER**, Attorney-in-Fact of STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of STATE FARM FIRE AND CASUALTY COMPANY, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his and State Farm Fire and Casualty Company's free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this **26TH** day of **FEBRUARY, 2025**.

My Commission Expires: **09/16/2025**

Notary Signature

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ALABAMA

} ss

County of _____

I, _____, [ ] Notary Public [ ] County Clerk
in and for said County, do hereby certify that _____
personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument as Principal, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of_____. _____

My Commission Expires

_____, _____

_____
[ ] Notary Public [ ] County Clerk

STATE FARM FIRE AND CASUALTY COMPANY

No. _____

PROBATE COURT

State of Alabama

BOND OF

ADMINISTRATOR
ADMINISTRATOR WITH WILL ANNEXED
EXECUTOR
GUARDIAN
CONSERVATOR

_____

On Behalf of

As

In the Matter of the
of _____

☐ Deceased ☐ Ward(s)

Approved _____, _____

_____
Judge of Probate

Filed in the office of the Judge of Probate of _____ County, the

_____ day of _____, _____

and recorded in _____ Record, Page _____

_____
Judge of Probate

20250724000224620 12/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Staci Ballenger, Pamela Chancellor, Brian A Crook, Sarah Deleon, Tina Easley, Kim Filter, Mark Fink, Aubrey Foxx, Dustin Fulks, Matthew J. Gibbons, Jay W. Hendren, LeAnn Henry, John R. Horton, Jeanette Hughes, Jerry Jacek, Lori McDowell, Taylor Manus, Jill Miller-Roberts, Susan Mohr, Melissa L. Morris, Brianna Novacek, Suzanne M. Robertson, Brittney Royal, Mario Silva, Heidi Simmons, Perry Tracy, Kathy J. Walker, Karen Weber, Dawn Welles Boyd, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 1st day of January, 2024, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 1st day of January, 2024.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2028, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 1st day of January, 2024, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
KAREN WEBER
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires JULY 24, 2026

Karen Weber
Notary Public
My commission expires July 24, 2026

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 26TH day of FEBRUARY, 2025

Brian A. Crook – Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
FB6-9045.R
(04-01-2024)

Printed in U.S.A.

20250724000224620 13/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN RE:	)	**IN THE**
THE ESTATE OF	)	**PROBATE COURT FOR**
PATRICIA GRUND CUMMINGS,	)	**BIBB COUNTY, ALABAMA**
deceased.	)	
		Case No: 2025PC019

ORDER GRANTING LETTERS OF ADMINISTRATION

The Petitioner, **EMILY KELLEY,** has filed her Petition for Letters of Administration on the **Estate of PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased.** It appears from the record and the evidence that the Decedent departed this life on or about January 20, 2025, and was a resident of Bibb County, Alabama. It further appears that the Petitioner is tendering to the Court a proper bond in the sum of *Twenty-Five Thousand Dollars ($25,000.00)* for the faithful discharge of her official duties with State Farm as surety on said bond. Upon examination, the Court finds the bond sufficient, approves it and Orders that it be recorded.

It is further **ORDERED, ADJUDGED and DECREED** by the Court that **EMILY KELLEY** is hereby appointed Administrator of the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased,** and that Letters of Administration issue forthwith.

DONE this the 25th day of March, 2025.

PR Book:54 Page:434
Recorded in Above Book and Page
3/26/2025 4:17:33 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

Stephanie W. Kemmer
Judge of Probate

Exhibit "A"

20250724000224620 14/65 $214.00
Shelby Cnty Judge of Probate, AL
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LAH COMMERCIAL REALESTATE

PR Book:55 Page:114
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7/1/2025 1:24:02 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
27 Page(s)

REAL ESTATE SALES CONTRACT

Date: 6-12-25

Emily Kelley, administrator of the Estate of Patricia E. Grund (Seller) hereby agrees to sell and Triple Play, LLC (Purchaser) hereby agrees to purchase the following described real estate, together with any improvements thereon and appurtenances thereto (Property) situated in the City of Montevallo, County of Shelby, Alabama, on the terms stated below:

Property Description: 808 Main Street, Montevallo, AL 35215 PID: 27-5-21-3-305-029.000

1. **Purchase Price:** $325,000.00
   Earnest Money: $5,000.00
   Cash On Closing: $320,000.00

2. **Agency Disclosure:** The listing company is: LAH Commercial Real Estate
   The selling company is: LAH Commercial Real Estate

The listing company is: *(Two blocks may be checked)* [X] An agent of the Seller. [ ] An agent of the Purchaser.
[ ] An agent of both the Seller and Purchaser and is acting as a limited consensual dual agent.
[ ] Assisting the [ ] Purchaser [ ] Seller *(check one or both)* as a transaction broker.

The selling company is: *(Two blocks may be checked)* [ ] An agent of the Seller. [ ] An agent of the Purchaser.
[ ] An agent of both the Seller and Purchaser and is acting as a limited consensual dual agent.
[X] Assisting the [X] Purchaser [ ] Seller *(check one or both)* as a transaction broker.

_____ Seller's Initials _____ Purchaser's Initials

3. **Condition of Property:** Neither Seller nor any Agency makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, that any and all conditions of the Property material to Purchaser's decision to buy the Property are acceptable. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present **"as is, where is"** condition, including ordinary wear and tear to the closing date. However, 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 or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this contract and receiving the Earnest Money back or accepting the Property in its

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then condition. If Purchaser 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 Purchaser.

4. Purchaser's Inspection Period:

a. Purchaser shall have a period of 31 (7-17-25) days from the Effective Date ("Inspection Period") to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Purchaser's decision to purchase the Property. This determination shall include, without limitation, Purchaser satisfying itself as to title matters, survey matters, structural matters, zoning matters, subdivision restrictions, environmental matters, existing contracts and financial matters affecting the Property, and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Purchaser believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property. The Effective Date shall mean the date both Purchaser and Seller have fully executed this Agreement.

b. If for any reason whatsoever Purchaser determines that the Property is unsuitable for its purposes in its sole and absolute discretion, or decides for any other reason not to purchase the Property, then Purchaser shall notify Seller in writing of its decision not to purchase the Property not later than the last day of the Inspection Period, at which time the Escrow Deposit shall be returned to Purchaser, except as to those matters that specifically survive termination pursuant to the terms hereof, this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. If Purchaser does not give written notice to Seller of its election to not purchase the Property prior to the expiration of the Inspection Period, then it is agreed that the Purchaser shall be deemed to have obtained financing and shall be deemed to have approved the Property and the parties shall proceed to Closing as provided for herein, subject to other provisions that may be set out in this agreement.

c. From the Effective Date until the Closing, Seller hereby grants to Purchaser and its agents access to the Property in order to conduct reasonable investigations and tests as Buyer may desire, including, without limitation, environmental site assessments and structural, mechanical, electrical and other physical investigations of the Property. Seller agrees to cooperate with Purchaser to provide relevant information concerning the Property in Seller's possession upon written request therefore by Purchaser in order to conduct such inspections and tests. Purchaser shall coordinate all of its testing and investigations, and its agents' testing and investigations with Seller in order to insure the least amount of interference with Seller's operations. Purchaser agrees to indemnify and hold Seller harmless against any claims for bodily injury, property damage and mechanics' liens arising out of any actions of Purchaser or its agents or representatives on the Property in the course of such activities. Purchaser also agrees to restore or repair any of the Property damaged or disturbed as a result of Purchaser's exercise of its rights under this Agreement to as near as is reasonably possible to the condition that ~~existed immediately prior to the exercise of such rights.~~ Purchaser's obligations to indemnify and hold Seller harmless under this paragraph shall survive Closing and any termination of this Agreement. Purchaser's obligation under this subsection to restore the Property shall survive any termination of this Agreement, but shall not survive Closing.

5. Earnest Money & Purchaser's Default: Seller hereby authorizes LAH Commercial Real Estate (the "Escrow Agent") to hold the Earnest Money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the Earnest Money shall be forfeited as liquidated damages at the option of the Seller, provided Seller agrees to the cancellation of this Contract. If this Contract does not close and the earnest money is turned over to the Seller or refunded to the Purchaser pursuant to

[redacted]

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this Contract, Seller and Purchaser agree to execute a written release to the Escrow Agent affirming the proper disposition of the Earnest Money. In the event of a dispute between the Seller and the Purchaser, or either Seller or Purchaser refuses or fails to execute the release, then the Escrow Agent may interplead the disputed portion of the Earnest Money into the registry or custody of any court of competent jurisdiction and shall be entitled to deduct or recover from the Earnest Money for court costs, attorney fees, and other expenses relating to the interpleader. When the Earnest Money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the contract without further recourse on the part of the Purchaser. Purchaser and Seller agree that the Escrow Agent shall not be required to deposit Purchaser's Earnest Money check until this Contract has been accepted and signed by all parties. At closing, the Escrow Agent shall release the Earnest Money to the Seller, which said Earnest Money shall be credited against the balance of the Purchase Price.

6. **Conveyance:** Seller agrees to convey the Property to Purchaser by statutory warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits, that are to be transferred to Purchaser, subject to any present management and or rental commission agreements thereon; (iii) present zoning classification; and (iv) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes.

7. **Title Insurance:** Seller agrees to furnish Purchaser a standard form owners title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless therein excepted; otherwise, the earnest money shall be refunded. If Purchaser obtains a mortgagee's title insurance policy at the time of closing the total expense of the owner and mortgagee's policies will be divided equally between Seller and Purchaser even if the Mortgagee is the Seller.

8. **Survey:** Seller agrees to provide to Purchaser any existing surveys in Seller's possession within 7 days of this Agreement. Purchaser may obtain a new survey at Purchaser's expense.

9. **Prorations:** Ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgages shall be credited to Seller. UNLESS AGREED HEREIN OTHERWISE, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

10. **Commission:** In this contract, Seller agrees to pay LAH Commercial Real Estate, LLC, Broker in this transaction, in cash at closing, a commission equal to 6% of the Purchase Price.
4.0% 5.5% #

11. **Closing & Possession Dates:** The sale shall be closed and the deed delivered on or before 31 7-17-25 days following the end of the Inspection Period, except that 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 on delivery of the deed. The closing attorney's settlement fee shall be split equally between Purchaser and Seller.

12. **Disclaimer:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to; (i) the legal or tax consequences of this contract and the sale, purchase or ownership of the Property; (ii) the structural condition of the Property, including the condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service;

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(vi) the investment or resale value of the Property; (vii) projections of income or operating expenses; or (viii) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser 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.

13. **Seller Warrants** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, 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 the contract or in the title insurance policy. Seller warrants that it is the fee simple owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

14. **Hazardous Substances:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Purchaser and Broker shall not be held responsible therefor.

15. **Foreign Investment In Real Property Tax Act (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

16. **Additional Provision:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made parts of this contract.

17. **Entire Agreement:** This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker nor any sales agent 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 YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS DOCUMENT, SEEK LEGAL ADVICE **BEFORE SIGNING.**

Each of the parties acknowledges that it has the right to be represented at all times in connection with this Contract and the closing by an attorney of its own choosing, at its own expense.

Triple Play, LLC 6-12-25

Purchaser Date: 6-12-25

By: [signature] Its: Member

[signature] Estate of Patricia E.

Seller Date: 6-17-25

By: Emily Kelley, administrator of the Estate of Patricia E Grund [signature]

[redacted]

TRIPLE PLAY LLC
1380 HIGHLAND ST
MONTEVALLO, AL 35115

1054

DATE 6-17-25

PAY TO THE ORDER OF L.A.H. Commercial Real Estate | $ 5000.00

Five thousand 00/100 DOLLARS

CENTRAL STATE BANK

MEMO Earnest Money

[redacted]

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CENTRAL STATE BANK

June 9, 2024

To: Whom It May Concern

Re: Susan and James Maddox

Please accept this letter as confirmation that Susan and James Maddox have been pre-approved to purchase property located at 808 Main Street Montevallo, AL.

All loans are subject to underwriting and must receive approval prior to funding of any loan.

In order to close the loan, certain conditions must be met including, but not limited to:

- Satisfactory Appraisal, sufficient to accommodate loan product ratios and guidelines
- Satisfactory Underwriting Review Analysis
- Satisfactory Flood Certification
- Marketable Title to the property
- No adverse change has occurred in your creditworthiness
- No adverse change has occurred in your repayment ability
- No substantial change has occurred in market conditions or Lenders ability to Lend

If you have any questions please feel free to contact me at 205-668-0711.

Sincerely,

David G. Comer
Central State Bank
Chief Lending Officer
205-621-1000 Office
205-586-7838 Mobile
205-938-6160 Fax
NMLS #709949

CENTRAL STATE BANK

serve

Exhibit "B"

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View Cart (0) Citizen Login

Detail for Parcel: 27 5 21 3 305 029.000

Jacob Tidmore
Property Tax Commissioner
102 Depot Street
Columbiana AL 35051
(205) 670-6900

Return to Search Results

Tax Year: 2025

Owner:
GRUND PATRICIA YVONNE
C/O ROPER JOHN

Parcel #:
27 5 21 3 305 029.000

Property Address
808 MAIN ST
MONTEVALLO AL 35115

Mailing Address
PO BOX 206
MONTEVALLO AL 35115

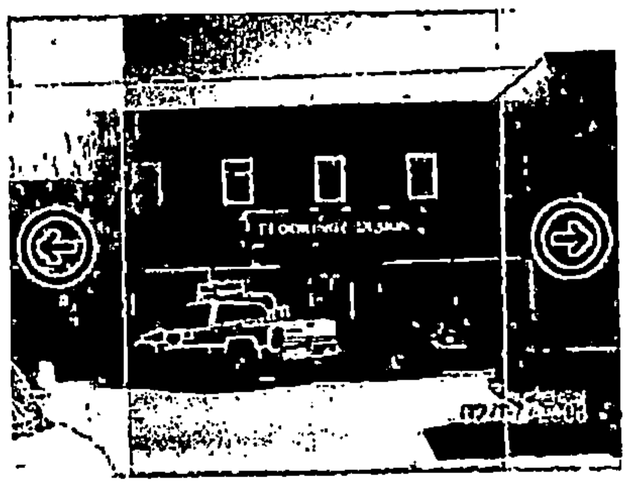
Neighborhood:
03 COMMERCIAL DIST. 3 R-2

Appraised Value:
$537,620

Tax Year	**2025**
Property Class	02
Exempt Code	
Municipality	07 - MONTEVALLO
School District	2
Disability Code	
Over 65 Code	
Total H/C Area	**7488 Sqft**

Book: 00 **Page:** 000
Block: 000 **Acreage:** 0.103
Section: 21 **Township:** 22S
Range: 03W

Metes and Bounds: ORIG PLAN PT LOTS 32&33 BLK 19SEC21 T22S R3W COMM NW COR BLK 19 ORIG PLAN MONTV ELY 30'(S) TO POB ELY 48.08' SLY 94' WLY 48.08' NLY 94' TO POB



File BOE Appeal | File Exemption | File Address Change

Set Reminder

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Valuation Summary

Total Improvement Value:	$510,700
Total Land Value:	$26,920
Total Market Value:	$537,620
Total Appraised Value:	$537,620
Assessed Value:	$107,540

Prior Year Total Improvement Value:	$497,400
Prior Year Total Land Value:	$26,920
Prior Year Total Appraised Value:	$524,320

TAX PAYMENT INFORMATION

TAX YEAR	PAID BY	PAID DATE	RECEIPT NUMBER	TOTAL TAXES PLUS FEES	TOTAL PAID

View Historical Tax Payments

Land Information

APPRAISAL TYPE	PROPERTY CLASS	LAND USE	ACREAGE	SQUARE FOOT	LOT SIZE	MARKET VALUE
1	02	500 - Retail Mixed	0.103	4486.68	48.08 x 94	$26,920.00

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Building 1 Card 1 Information

GENERAL INFORMATION

Building	1 Card 1
Building Type	500 - Retail Mixed
Effective Building Type	500 - Retail Mixed
Year Built	1896
Effective Year Built	1896
Assessment Class	02
Building Class	D0
Number of Stories	2
Building Height	28.95
Number of Rooms	6
Heated/Cooled Sq Ft	7488
Base Area	3888
Construction Units	105
Total Adjusted Area	7488

BUILDING VALUE

Base Rate	$56.28
Adjusted Rate	$59.09
Subtotal	$442,466.00
Extra Features	$71,072.00
Base Cost	$513,538.00
Cost Index	1.53
Replacement Cost	$785,713.00
Condition	65
Value	$510,700.00
Market Adjustment	0%
Final Value	$510,700.00
Miscellaneous Improvement Value	$0.00
Total Improvement Value	$510,700.00

APPENDAGES FOR BUILDING 1 CARD 1

APPENDAGE	FACTOR	AREA	ADJUSTED AREA
+2	1	3600	3600

CONSTRUCTION UNITS FOR BUILDING 1 CARD 1

CATEGORY	SUBCATEGORY
FOUNDATION	BRICK
EXTERIOR WALLS	BRICK 8"
ROOF TYPE	FLAT SHED
ROOF MATERIAL	BUILT UP TAR & GRAVEL
FLOORS	CARPET & UNDERLAY
FLOORS	VINYL
INTERIOR FINISH	PLASTER NO FURRING
PLUMBING	AVERAGE

EXTRA FEATURES FOR BUILDING 1 CARD 1

CATEGORY	DESCRIPTION
HEATING & AIR COND.	HEAT/AC FHA/AC
FEATURES	RESTROOM 2 FIXTURE

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Deed Information

SALE DATE	PRICE	DEED	GRANTOR	GRANTEE
08/21/2019	$150,197.00	20190823000311810	ROPER JOHN P	GRUND PATRICIA YVONNE

OWNERSHIP HISTORY

TAX YEAR	ENTITY NAME	MAILING ADDRESS
2026	GRUND PATRICIA YVONNE C/O ROPER JOHN	PO BOX 206 MONTEVALLO AL 35115
2025	GRUND PATRICIA YVONNE C/O ROPER JOHN	PO BOX 206 MONTEVALLO AL 35115

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TAX YEAR	ENTITY NAME	MAILING ADDRESS
2024	GRUND PATRICIA YVONNE C/O ROPER JOHN	PO BOX 206 MONTEVALLO AL 35115
2023	GRUND PATRICIA YVONNE C/O JOHN ROPER	PO BOX 206 MONTEVALLO AL 35115
2022	GRUND PATRICIA YVONNE	661 E BOUNDARY S MONTEVALLO AL 35115
2021	GRUND PATRICIA YVONNE	661 E BOUNDARY S MONTEVALLO AL 35115
2020	GRUND PATRICIA YVONNE	661 E BOUNDARY S MONTEVALLO AL 35115
2019	ROPER JOHN P & PATRICIA G	661 E BOUNDARY S MONTEVALLO AL 35115
2018	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2017	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2016	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2015	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2014	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2013	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2012	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2011	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2010	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2009	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2008	ROPER JOHN P & PATRICIA G	PO BOX 206 MONTEVALLO AL 35115
2007	ROPER JOHN P & PATRICIA G	PO BOX 702 MONTEVALLO AL 35115
2006	ROPER JOHN P & PATRICIA G	PO BOX 702 MONTEVALLO AL 35115

TAX YEAR	ENTITY NAME	MAILING ADDRESS
2005	ROPER JOHN P & PATRICIA G	PO BOX 702 MONTEVALLO AL 35115
2004	ROPER JOHN P & PATRICIA G	PO BOX 702 MONTEVALLO AL 35115
2003	ROPER JOHN P & PATRICIA G	PO BOX 702 MONTEVALLO AL 35115

View Instruments

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Business Personal Property Search
Delinquent Search
Redemption Search
Insolvent Search
MH Decals Search
Case Status Search
Pay Property Taxes

File Homestead
Over 65 Renewal
File BOE Appeal
CPA Login
Lease Login
Admin Login

Jacob Tidmore
Property Tax Commissioner
102 Depot Street
Columbiana, AL 35051

Hours:
Monday - Friday
8:00am - 4:30pm

Mailing Address:
PO Box 1298
Columbiana, AL 35051

Ph: (205) 670-6900
Fax:

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Exhibit C

LAH | Sotheby's INTERNATIONAL REALTY

Malcom Bethea <mbethea@lahcommercial.com>

Fwd: Valuation- 608 Main Street- Montevallo

1 message 808

Malcom Bethea <mbethea@lahcommercial.com>
To: Malcom Bethea <mbethea@lahcommercial.com>

Mon, Jun 30, 2025 at 10:30 AM

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Sent from my iPhone

Begin forwarded message:

From: Austin Blair <ablair@lahcommercial.com>
Date: June 30, 2025 at 10:19:06 AM CDT
To: Malcom Bethea <mbethea@lahcommercial.com>
Subject: Valuation- 608 Main Street- Montevallo

Mac,
As far as the current tax appraisal of the Grund property at 808 Main Street, I believe Shelby County just has it too high at $524,320 per the attached report.

In support of that, I have attached a photo and report for the Provenance Church building that is very comparable, about 2 blocks west also on Main Street and on a corner and with some parking in rear and appears to be renovated. It's also a 2 story building. The report shows the current Shelby County tax appraised value of $387,780 for that 8,316sf building or $46.63 per square foot. If you apply that to the Grund building square footage, it indicates a value of $356,719. If you adjust for the Grund building being fairly unrenovated, not on a corner, and very limited on-site parking, I think the current contract price seems appropriate.

Anyway, this to me verifies that the tax appraised value of the Grund property is just higher than it should be.

Also, the report shows Provenance Church paid $45 per sf for it about 6 years ago which would suggest a value of $344,000 for the Grund property but you would need to adjust down for less parking and non-corner location. It's been a while since that sale but they are very comparable.

Thanks,

Austin Blair

Broker & Manager | LAH Commercial Real Estate

m: 205.478.7805
p: 205.870.8580
e: ablair@lahcommercial.com

2850 Cahaba Road · Suite 200
Birmingham, AL 35223

www.lahcommercial.com

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CRS PowerTool Commercial

Monday, June 30, 2025

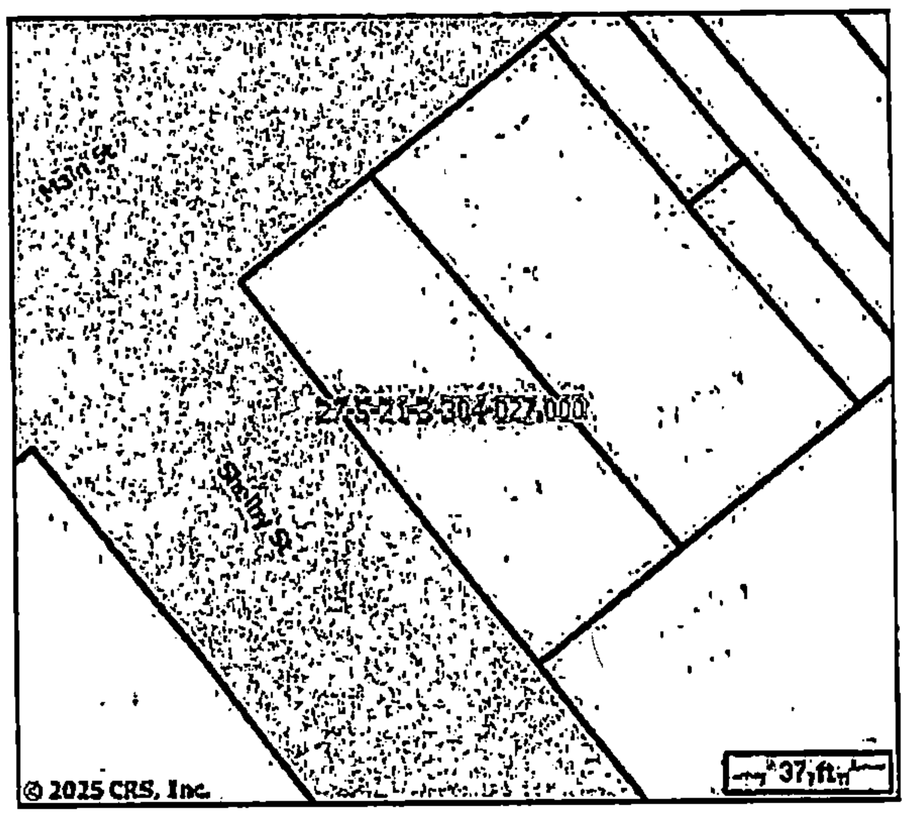
Property Report

604 Main St, Montevallo, AL 35115-4034
Shelby County, AL parcel# 27-5-21-3-304-027.000

Property Report

Location

Property Address	604 Main St Montevallo, AL 35115-4034
Subdivision	
County	Shelby County, AL



Current Owner

Name	Provenance Church
Mailing Address	604 Main St Montevallo, AL 35115-4034

Property Summary

Property Type	Commercial
Land Use	Retail Mixed
Improvement Type	Retail Mixed
Square Feet	8316 sf

General Parcel Information

Parcel/Tax ID	27-5-21-3-304-027.000
Alternate Parcel ID	
Municipality	Montevallo
District/Ward	
2020 Census Trct/Blk	304.06/1
Assessor Roll Year	2023

Sales History through 06/13/2025

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page or Document#
01/25/2019	**$375,000**	Montevallo Community Church Inc		Warranty Deed		20190130000031000
07/27/2017	$1	Hirano Ha Karate Do Association Llc		Warranty Deed		20170728000271410
05/22/2014	$110,000	Pope David Mcdonald				20140523000157650

Tax Assessment

Appraisals	Amount	Taxes	Amount
Assessment Year	2024	**Tax Year**	2024
Appraised Land	$23,980	**City Taxes**	$1,085.84
Appraised Improvements	$363,800	**County Taxes**	$1,163.40
Total Tax Appraisal	**$387,780**	**Total Taxes**	**$7,911.12**
Total Assessment	**$77,560**	**Exempt Amount**	$77,560
		Exempt Reason	

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
8/16/2017	$145,378	Hirano Ha Karate Do Associatio	Trustmark National Bank	20170817000299300

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Retail Mixed	50	8316	1900	1900		1	7	2	

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Building Square Feet (Living Space)		Building Square Feet (Other)	
+2	3520	Can 0.2	264
Base Area	4796		

Construction			
Quality		Roof Framing	Flat Shed
Shape		Roof Cover Deck	Metal Corrugated
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	Concrete On Grade
Foundation	Concrete	Interior Finish	Insulation Only
Floor System		Air Conditioning	Heat/Ac Fha/Ac
Exterior Wall	Brick	Heat Type	Heat/Ac Fha/Ac
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	
Other			
Occupancy		Building Data Source	

Property Characteristics: Extra Features

No extra features were found for this parcel.

Property Characteristics: Lot

Land Use	Retail Mixed	Lot Dimensions	109.50 X 44.00
Block/Lot		Lot Square Feet	4,792
Latitude/Longitude	33.099603°/-86.863661°	Acreage	0.11

Property Characteristics: Utilities/Area

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		School District	Sm
Zoning Code			
Owner Type			

Legal Description

Subdivision		Plat Book/Page	/000
Block/Lot		Description	Orig Plan Lot41 Blk21 Beg Nw Cor Lot41 Se109.5 Ne44 Nw109.5 Sw44 Pob
District/Ward			

Fema Flood Zones

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	Firm Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	01117C0501E	02/20/2013

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20250724000224620 30/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

CRS PowerTool Commercial

Monday, June 30, 2025

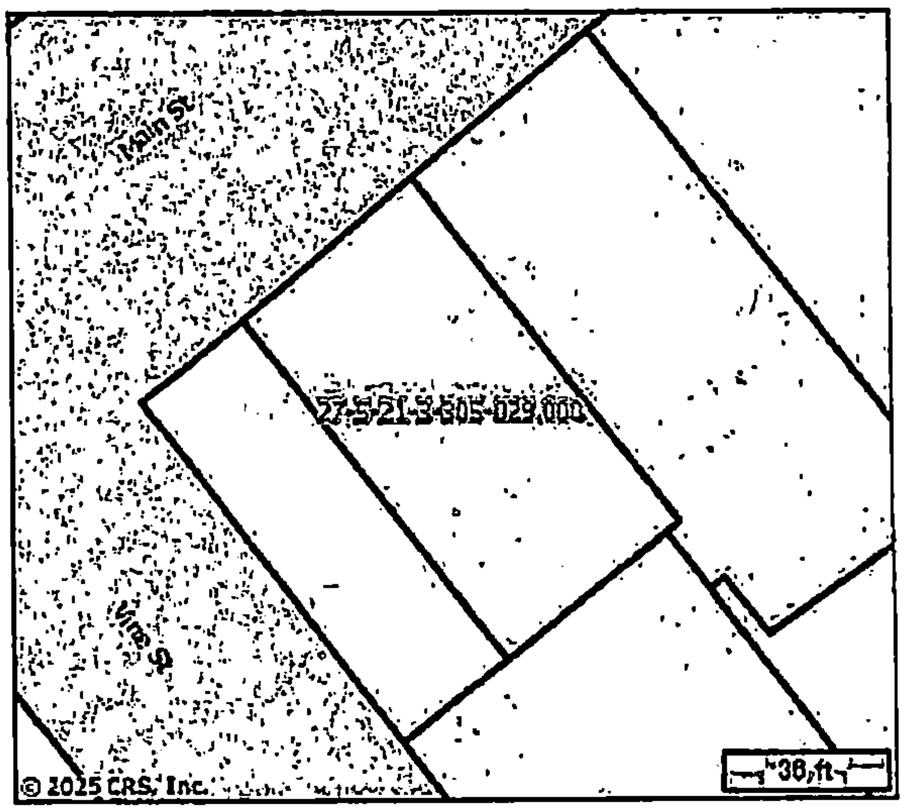
Property Report

808 818 Main St, Montevallo, AL 35115
Shelby County, AL parcel# 27-5-21-3-305-029.000

Property Report

Location

Property Address	808 818 Main St Montevallo, AL 35115
Subdivision	
County	Shelby County, AL



Current Owner

Name	Grund Patricia Yvonne
Mailing Address	1671 Walnut St Centreville, AL 35042-2536

Property Summary

Property Type	Commercial
Land Use	Retail Mixed
Improvement Type	Retail Mixed
Square Feet	7650 sf

General Parcel Information

Parcel/Tax ID	27-5-21-3-305-029.000
Alternate Parcel ID	
Municipality	Montevallo
District/Ward	
2020 Census Trct/Blk	304.06/1
Assessor Roll Year	2023

Sales History through 06/13/2025

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page or Document#
08/21/2019	**$150,197**	Grund Patricia Yvonne			**2**	20190823000311810
11/09/1993		Roper John P & Patricia G			**2**	19930003739500000
07/29/1992					**2**	19920001563200000

Tax Assessment

Appraisals	Amount	Taxes	Amount
Assessment Year	2024	**Tax Year**	2024
Appraised Land	$26,920	**City Taxes**	$1,468.32
Appraised Improvements	$497,400	**County Taxes**	$1,573.20
Total Tax Appraisal	**$524,320**	**Total Taxes**	**$10,697.76**
Total Assessment	**$104,880**	**Exempt Amount**	
		Exempt Reason	

Mortgage History

No mortgages were found for this parcel.

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Retail:Mixed	65	7650	1896	1896		1	6	2	

Building Square Feet (Living Space)		Building Square Feet (Other)	
+2	3600		
Base Area	4050		
Construction			

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Quality		**Roof Framing**	Flat Shed
Shape		**Roof Cover Deck**	Built Up Tar & Gravel
Partitions		**Cabinet Millwork**	
Common Wall		**Floor Finish**	Carpet & Underlay
Foundation	Brick	**Interior Finish**	Plaster No Furring
Floor System		**Air Conditioning**	Heat/Ac Fha/Ac
Exterior Wall	Brick	**Heat Type**	Heat/Ac Fha/Ac
Structural Framing		**Bathroom Tile**	
Fireplace		**Plumbing Fixtures**	
Other			
Occupancy		**Building Data Source**	

Property Characteristics: Extra Features

No extra features were found for this parcel.

Property Characteristics: Lot

Land Use	Retail Mixed	**Lot Dimensions**	48.08 X 94.00
Block/Lot	19SEC21/32&33	**Lot Square Feet**	4,487
Latitude/Longitude	33.100870°/-86.861746°	**Acreage**	0.10

Property Characteristics: Utilities/Area

Gas Source		**Road Type**	
Electric Source		**Topography**	
Water Source		**District Trend**	
Sewer Source		**School District**	Sm
Zoning Code			
Owner Type			

Legal Description

Subdivision		**Plat Book/Page**	/000
Block/Lot	19SEC21/32&33	**Description**	Orig Plan Pt Lots 32&33 Blk 19Sec21 T22s R3w Comm Nw Cor Blk 19 Orig Plan Montv Ely 30'(S) To Pob Ely 48.08' Sly 94' Wly 48.08' Nly 94' To Pob
District/Ward			

Fema Flood Zones

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	Firm Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	01117C0501E	02/20/2013

Monday, June 30, 2025

808 818 Main St, Montevallo, AL 35115
Shelby County, AL parcel# 27-5-21-3-305-029.000

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3 attachments

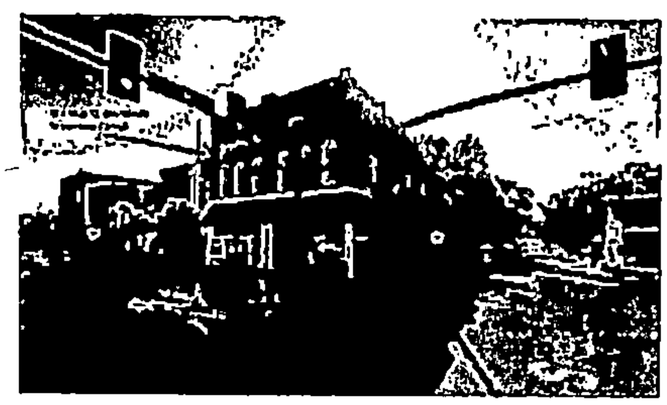

Photo- 604 Main St- Provenance Church Building.jpg
330K

Property Report for Parcel_604 Main St- Provenance Church.pdf
256K

Property Report for Parcel_Subject Property- Grund- 808 Main St.pdf
252K

20250724000224620 33/65 $214.00
Shelby Cnty Judge of Probate, AL
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ADDENDUM NUMBER 1

This ADDENDUM NUMBER 1 is hereby made a part of the REAL ESTATE SALES CONTRACT dated and executed June 17, 2025 by and between TRIPLE PLAY, LLC (Buyer) and Emily Kelley, administrator of the Estate of Patricia E. Grund (Seller) for the property located at 808 Main Street, Montevallo, Al 35215

1. This contract is subject to Probate Court approval.
2. Both Buyer and Seller agree to work with each other and extend the Closing, if required, to allow for Probate Court approval.

Agreed to this 20th day of June 2025.

Triple Play, LLC Date

Emily Kelley, administrator of the estate of Patricia E. Grund Date

20250724000224620 34/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

ADDENDUM NUMBER 1

This ADDENDUM NUMBER 1 is hereby made a part of the REAL ESTATE SALES CONTRACT dated and executed June 17, 2025 by and between TRIPLE PLAY, LLC (Buyer) and Emily Kelley, administrator of the Estate of Patricia E. Grund (Seller) for the property located at 808 Main Street, Montevallo, Al 35216

1. This contract is subject to Probate Court approval.
2. Both Buyer and Seller agree to work with each other and extend the Closing, if required, to allow for Probate Court approval.

Agreed to this 20th day of June 2025.

6/28/25

Triple Play, LLC Date

Emily Kelley, administrator of the estate of Patricia E. Grund Date

20250724000224620 35/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

LAH COMMERCIAL REALESTATE

REAL ESTATE SALES CONTRACT

Date: 6-12-25

Emily Kelley, administrator of the Estate of Patricia E. Grund (Seller) hereby agrees to sell and Triple Play, LLC (Purchaser) hereby agrees to purchase the following described real estate, together with any improvements thereon and appurtenances thereto (Property) situated in the City of Montevallo, County of Shelby, Alabama, on the terms stated below:

Property Description: 808 Main Street, Montevallo, AL 35215 PID: 27-5-21-3-305-029.000

1. **Purchase Price:** $ 325,000.00
   Earnest Money: $ 5,000.00
   Cash On Closing: $ 320,000.00

2. **Agency Disclosure:** The listing company is: LAH Commercial Real Estate
   The selling company is: LAH Commercial Real Estate

The listing company is: *(Two blocks may be checked)* [X] An agent of the Seller. [ ] An agent of the Purchaser.
[ ] An agent of both the Seller and Purchaser and is acting as a limited consensual dual agent.
[ ] Assisting the [ ] Purchaser [ ] Seller *(check one or both)* as a transaction broker.

The selling company is: *(Two blocks may be checked)* [ ] An agent of the Seller. [ ] An agent of the Purchaser.
[ ] An agent of both the Seller and Purchaser and is acting as a limited consensual dual agent.
[X] Assisting the [X] Purchaser [ ] Seller *(check one or both)* as a transaction broker.

Seller's Initials Purchaser's Initials

3. **Condition of Property:** Neither Seller nor any Agency makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, that any and all conditions of the Property material to Purchaser's decision to buy the Property are acceptable. Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present **"as is, where is"** condition, including ordinary wear and tear to the closing date. However, 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 or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this contract and receiving the Earnest Money back or accepting the Property in its

then condition. If Purchaser 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 Purchaser.

20250724000224620 36/65 $214.00
Shelby Cnty Judge of Probate, AL
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4. Purchaser's Inspection Period:

a. Purchaser shall have a period of 31 9-17-25 days from the Effective Date ("Inspection Period") to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property (including without limitation the condition of all improvements thereon) material to Purchaser's decision to purchase the Property. This determination shall include, without limitation, Purchaser satisfying itself as to title matters, survey matters, structural matters, zoning matters, subdivision restrictions, environmental matters, existing contracts and financial matters affecting the Property, and other physical conditions of the Property, availability and sufficient quantities of all utilities, and all additional matters that Purchaser believes relevant, in its sole and absolute discretion, in determining whether or not to purchase the Property. The Effective Date shall mean the date both Purchaser and Seller have fully executed this Agreement.

b. If for any reason whatsoever Purchaser determines that the Property is unsuitable for its purposes in its sole and absolute discretion, or decides for any other reason not to purchase the Property, then Purchaser shall notify Seller in writing of its decision not to purchase the Property not later than the last day of the Inspection Period, at which time the Escrow Deposit shall be returned to Purchaser, except as to those matters that specifically survive termination pursuant to the terms hereof, this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement. If Purchaser does not give written notice to Seller of its election to not purchase the Property prior to the expiration of the Inspection Period, then it is agreed that the Purchaser shall be deemed to have obtained financing and shall be deemed to have approved the Property and the parties shall proceed to Closing as provided for herein, subject to other provisions that may be set out in this agreement.

c. From the Effective Date until the Closing, Seller hereby grants to Purchaser and its agents access to the Property in order to conduct reasonable investigations and tests as Buyer may desire, including, without limitation, environmental site assessments and structural, mechanical, electrical and other physical investigations of the Property. Seller agrees to cooperate with Purchaser to provide relevant information concerning the Property in Seller's possession upon written request therefore by Purchaser in order to conduct such inspections and tests. Purchaser shall coordinate all of its testing and investigations, and its agents' testing and investigations with Seller in order to insure the least amount of interference with Seller's operations. Purchaser agrees to indemnify and hold Seller harmless against any claims for bodily injury, property damage and mechanics' liens arising out of any actions of Purchaser or its agents or representatives on the Property in the course of such activities. Purchaser also agrees to restore or repair any of the Property damaged or disturbed as a result of Purchaser's exercise of its rights under this Agreement to as near as is reasonably possible to the condition that existed immediately prior to the exercise of such rights. Purchaser's obligations to indemnify and hold Seller harmless under this paragraph shall survive Closing and any termination of this Agreement. Purchaser's obligation under this subsection to restore the Property shall survive any termination of this Agreement, but shall not survive Closing.

5. Earnest Money & Purchaser's Default: Seller hereby authorizes LAH Commercial Real Estate (the "Escrow Agent") to hold the Earnest Money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the Earnest Money shall be forfeited as liquidated damages at the option of the Seller, provided Seller agrees to the cancellation of this Contract. If this Contract does not close and the earnest money is turned over to the Seller or refunded to the Purchaser pursuant to

20250724000224620 37/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

this Contract, Seller and Purchaser agree to execute a written release to the Escrow Agent affirming the proper disposition of the Earnest Money. In the event of a dispute between the Seller and the Purchaser, or either Seller or Purchaser refuses or fails to execute the release, then the Escrow Agent may interplead the disputed portion of the Earnest Money into the registry or custody of any court of competent jurisdiction and shall be entitled to deduct or recover from the Earnest Money for court costs, attorney fees, and other expenses relating to the interpleader. When the Earnest Money is a check and the check is returned by a financial institution as unpaid, Seller has the right to void the contract without further recourse on the part of the Purchaser. Purchaser and Seller agree that the Escrow Agent shall not be required to deposit Purchaser's Earnest Money check until this Contract has been accepted and signed by all parties. At closing, the Escrow Agent shall release the Earnest Money to the Seller, which said Earnest Money shall be credited against the balance of the Purchase Price.

6. **Conveyance:** Seller agrees to convey the Property to Purchaser by statutory warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits, that are to be transferred to Purchaser, subject to any present management and or rental commission agreements thereon; (iii) present zoning classification; and (iv) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes.

7. **Title Insurance:** Seller agrees to furnish Purchaser a standard form owners title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless therein excepted; otherwise, the earnest money shall be refunded. If Purchaser obtains a mortgagee's title insurance policy at the time of closing the total expense of the owner and mortgagee's policies will be divided equally between Seller and Purchaser even if the Mortgagee is the Seller.

8. **Survey:** Seller agrees to provide to Purchaser any existing surveys in Seller's possession within 7 days of this Agreement. Purchaser may obtain a new survey at Purchaser's expense.

9. **Prorations:** Ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgages shall be credited to Seller. UNLESS AGREED HEREIN OTHERWISE, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

10. **Commission:** In this contract, Seller agrees to pay LAH Commercial Real Estate, LLC, Broker in this transaction, in cash at closing, a commission equal to 6% of the Purchase Price.
4.0% ~~5.5%~~ ~~$11,545~~

11. **Closing & Possession Dates:** The sale shall be closed and the deed delivered on or before 31 7-17-25 days following the end of the Inspection Period, except that 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 on delivery of the deed. The closing attorney's settlement fee shall be split equally between Purchaser and Seller.

12. **Disclaimer:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to; (i) the legal or tax consequences of this contract and the sale, purchase or ownership of the Property; (ii) the structural condition of the Property, including the condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service;

20250724000224620 38/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

(vi) the investment or resale value of the Property; (vii) projections of income or operating expenses; or (viii) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser 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.

13. **Seller Warrants** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, 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 the contract or in the title insurance policy. Seller warrants that it is the fee simple owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

14. **Hazardous Substances:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Purchaser and Broker shall not be held responsible therefor.

15. **Foreign Investment In Real Property Tax Act (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

16. **Additional Provision:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made parts of this contract.

17. **Entire Agreement:** This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker nor any sales agent 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 YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS DOCUMENT, SEEK LEGAL ADVICE **BEFORE SIGNING.**

Each of the parties acknowledges that it has the right to be represented at all times in connection with this Contract and the closing by an attorney of its own choosing, at its own expense.

Triple Play, LLC 6-12-25
Purchaser Date: 6-12-25
By: [signature] Its: Member

[signature] Estate of Patricia E.
Seller Date: 6-17-25
By: Emily Kelley, administrator of the Estate of Patricia E Gruba [signature]

CENTRAL STATE BANK

20250724000224620 39/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

June 9, 2024

To: Whom It May Concern

Re: Susan and James Maddox

Please accept this letter as confirmation that Susan and James Maddox have been pre-approved to purchase property located at 808 Main Street Montevallo, AL.

All loans are subject to underwriting and must receive approval prior to funding of any loan.

In order to close the loan, certain conditions must be met including, but not limited to:

- Satisfactory Appraisal, sufficient to accommodate loan product ratios and guidelines
- Satisfactory Underwriting Review Analysis
- Satisfactory Flood Certification
- Marketable Title to the property
- No adverse change has occurred in your creditworthiness
- No adverse change has occurred in your repayment ability
- No substantial change has occurred in market conditions or Lenders ability to Lend

If you have any questions please feel free to contact me at 205-668-0711.

Sincerely,

David G. Comer
Central State Bank
Chief Lending Officer
205-621-1000 Office
205-586-7838 Mobile
205-938-6160 Fax
NMLS #709949

CENTRAL STATE BANK

20250724000224620 40/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

1054

TRIPLE PLAY LLC
1380 HIGHLAND ST
MONTEVALLO, AL 35115

DATE 6-17-25

PAY TO THE ORDER OF L.A.H. Commercial Real Estate $ 5000.00

Five thousand 10/100 DOLLARS

CENTRAL STATE BANK

MEMO Earnest Money

[redacted]

20250724000224620 41/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF ~~BIBB~~ COUNTY, ALABAMA**
	)	
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Jeffrey Roper,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $325,000.00:

808 Main Street, Montevallo, Alabama 35115
Parcel # 27-5-21-3-305-029.000

This the 30 day of June, 2025.

PR Book:55 Page:142
Recorded in Above Book and Page
7/1/2025 1:27:56 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

JEFFREY ROPER
2906 Buck Horn Cove
Vestavia Hill, AL 35242

VERIFICATION

STATE OF ALABAMA
Shelby COUNTY

I, Samantha Bufalo a notary public in and for said county in said state, hereby certify that JEFFREY ROPER, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

Notary Public
My Commission Expires: 10/03/2028

20250724000224620 42/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF ~~BIBB~~ COUNTY, ALABAMA**
	)	
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Sara Roper,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $325,000.00:

808 Main Street, Montevallo, Alabama 35115
Parcel # 27-5-21-3-305-029.000

This the 30 day of June, 2025.

SARA ROPER
1521 Lake Heather Reserve
Birmingham, AL 35242

PR Book:55 Page:141
Recorded in Above Book and Page
7/1/2025 1:27:01 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

VERIFICATION

STATE OF ALABAMA

Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that SARA ROPER, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO NOTARY PUBLIC MY COMM EXP. 10-3-2028 ALABAMA STATE AT LARGE

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

20250724000224620 43/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA**
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Jason Brown,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $229,000.00:

1671 Walnut Street, Centreville, AL 35042
Parcel # 1507251000062000

This the 30 day of June, 2025.

PR Book:55 Page:161
Recorded In Above Book and Page
7/1/2025 1:58:23 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

JASON BROWN
107 Highway 203
Montevallo, AL 35115

VERIFICATION

STATE OF ALABAMA
Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that JASON BROWN, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

20250724000224620 44/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA**
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Jeffrey Roper,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $229,000.00:

1671 Walnut Street, Centreville, AL 35042
Parcel # 1507251000062000

This the 30 day of June, 2025.

PR Book:55 Page:160
Recorded in Above Book and Page
7/1/2025 1:57:29 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

JEFFREY ROPER
2906 Buck Horn Cove
Vestavia Hill, AL 35242

VERIFICATION

STATE OF ALABAMA
Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that JEFFREY ROPER, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

20250724000224620 45/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA**
	)	
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Sara Roper,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $229,000.00:

1671 Walnut Street, Centreville, AL 35042
Parcel # 1507251000062000

This the 30 day of June, 2025.

PR Book:55 Page:159
Recorded In Above Book and Page
7/1/2025 1:56:20 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

SARA ROPER
1521 Lake Heather Reserve
Birmingham, AL 35242

VERIFICATION

STATE OF ALABAMA

Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that SARA ROPER, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP: 10-3-2028

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED	)	**IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA**
	)	
	)	**CASE NO. 2025PC019**

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Jason Brown,** one of the next of kin of **PATRICIA GRUND CUMMINGS**, a deceased person, hereby request and consent that real property described here be sold for the gross amount of $229,000.00:

1671 Walnut Street, Centreville, AL 35042
Parcel # 1507251000062000

This the 30 day of June, 2025.

PR Book:55 Page:161
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Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

JASON BROWN
107 Highway 203
Montevallo, AL 35115

VERIFICATION

STATE OF ALABAMA
Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that JASON BROWN, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

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Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
2 Page(s)

IN THE PROBATE COURT OF BIBB COUNTY, ALABA

IN RE: THE ESTATE OF PATRICIA GRUND CUMMINGS, Decedent.)

CASE NO. 2025PC019

ORDER TO SELL REAL PROPERTY

Pursuant to the Petitioner's Petition to Sell Real Property and the Waivers to Sell Real Property signed by Jason Brown, Sara Roper and Jeffrey Roper, the Court finds that the Petition is proper and due to be granted.

It is **ORDERED, ADJUDGED** and **DECREED** that Petitioner has authority to sell the real property located at: 808 Main Street, Montevallo, Alabama 35115 (PARCEL I: A part of Lot 33, according to the original plan of the City of Montevallo, Alabama, and more particularly described as follows: Begin at the intersection of the Easterly right of way of Vine Street and the Northerly right of way of Island Street; Thence Easterly along said Northerly right of way 74.83 feet; Thence 90 degrees 00 min. to the left 206.0 feet; Thence 90 degrees 00 min. to the left 74.83 feet; Thence 90 degrees 00 min. to the left 206.0 feet to the Point of Beginning; being situated in Shelby County, Alabama. PARCEL II: Commence at the Northwesterly corner of Lot 33, according to the original plan of the Town of Montevallo, Alabama; Thence Northeasterly along the South line of Main Street run 30.00 feet to the Point of Beginning; Thence continue along last described course 47.91 feet; Thence right 90 degrees and run 78.00 feet to the Northeast corner of a building; Thence right 90 degrees and run 3.08 feet; Thence left 90 degrees and run 16.00 feet; Thence right 90 degrees and run 44.83 feet; Thence right 90 degrees and run 94.00 feet to the Point of Beginning; being situated in Shelby County, Alabama.) for a sum not less than Three Hundred Twenty-Five Thousand Dollars ($325,000.00).

ORDERED, ADJUDGED AND DECREED by the Court that the prayer of said petition be, and the same is hereby granted, and Emily Kelley as Administrator of the Estate of Patricia Grund Cummings, deceased, is authorized and directed to sell and convey, at private sale in accordance with the attached contract, to Triple Play, LLC for the sum of $325,000.00.

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It is further **ORDERED** that the Administrator shall file a Report of Sale within 30 days of closing and shall file a Motion to Increase Bond if necessary.

Costs taxed against the estate.

DONE AND ORDERED this 1st **day of** July **2025.**

Stephanie W. Kemmer
PROBATE JUDGE

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IN THE PROBATE COURT OF BIBB COUNTY, ALABAMA

IN RE: THE ESTATE OF PATRICIA GRUND CUMMINGS, deceased.

CASE NO. 2025PC019

PETITION TO SELL REAL PROPERTY

COMES NOW the Petitioner, **EMILY KELLEY**, Administrator for the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER**, and shows unto the Court as follows:

1. Petitioner was named Administrator of the Estate of Patricia Grund Cummings on March 25, 2025.

2. The Decedent is survived by the following next of kin:

a) Jason Brown, son, an adult of sound mind.
107 Highway 203
Montevallo, AL 35115

b) Emily Kelley, daughter, an adult of sound mind.
112 Legacy Parc Drive
Pelham, AL 35124

c) Sara Roper, daughter, an adult of sound mind
1521 Lake Heather Reserve
Birmingham, AL 35242

d) Jeffrey Roper, son, an adult of sound mind
2906 Buck Horn Cove
Vestavia Hill, AL 35242

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Stephanie W. Kemmer
Bibb County, AL
13 Page(s)

3. As Administrator of the estate, Petitioner does not have authority to sale the real property of Patricia Grund Cummings.

4. A sales contract was signed for the purchase of Mrs. Cummings home property located at 1671 Walnut Street, Centreville, AL 35042 and the Petitioner is asking for authorization to go forward with a sale. A sales contract is attached as Exhibit "A".

5. Said real property is found in Book 387 Page 571 in the Probate Office of Bibb County, Alabama and more specifically described as:

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Begin at the "Locally Accepted" S.E. corner of NE 1/4 of Section 25, Township 23 North, Range 9 East, thence run Southwesterly a distance of 265.51 feet to an iron, thence South 87 degrees 48 minutes 13 seconds West a distance of 1684.09 feet; thence North 04 degrees 08 minutes 05 seconds West a distance of 175.52 feet to a point on the North boundary of Walnut Street in the City of Centreville, and the point of beginning of the parcel of land herein conveyed; thence continue North 04 degrees 08 minutes 05 seconds West a distance of 132.80 feet; thence South 87 degrees 29 minutes 22 seconds West a distance of 29.20 feet; thence North 02 degrees 42 minutes 28 seconds West a distance of 40.30 feet; thence North 87 degrees 29 minutes 22 seconds East a distance of 30 feet, thence North 02 degrees 15 minutes 00 seconds West a distance of 127.70 feet; thence North 88 degrees 27 minutes 00 seconds East a distance of 531.48 feet; thence South 03 degrees 59 minutes 15 seconds East to a concrete monument; thence South 83 degrees 04 minutes 43 seconds West a distance of 276.34 feet, thence South 05 degrees 58 minutes 37 seconds East a distance of 211.15 feet to a point on the North boundary of Walnut Street, thence South 79 degrees 02 minutes 59 seconds West along Walnut Street a distance of 279.26 feet to the point of beginning. Situated in the SW 1/4 of NE 1/4, Section 25, Township 23 North, Range 9 East, Centreville, Alabama.

6. Said real property has a tax appraised value of $100,300.00 with the Tax Assessor's Office of Bibb County, Alabama. 2025 Tax Assessment is attached as Exhibit "B".

7. The potential buyer has made an offer of $229,000.00.

8. Petitioner represents to this Honorable Court that the sum of $229,000.00 will be a proper sum for the sale of the subject real property.

9. Petitioner states that proceeds from the sale of the property will be used to pay the expenses on said property and the remainder after all cost, commissions and expenses shall be placed in an estate account.

WHEREFORE, pursuant to Ala. Code § 43-2-844, Petitioner prays the Court to authorize Petitioner to sell the real property without any further court approval, and for such other relief as may be proper.

Emily Kelley, Petitioner

HOLLIMAN & HOLLIMAN, PLLC
John R. Holliman, ESQ
2057 Valleydale Road, STE 111
Hoover, AL 35244
Phone: 256-259-3301
Fax: 256-259-3302

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STATE OF ALABAMA)
JACKSON COUNTY)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Emily Kelley, whose name is signed to the foregoing consent and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he executed the same voluntarily.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2028

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Exhibit "A"

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Purchase Agreement

Date: 06/19/25

STATE OF ALABAMA

The undersigned Alaynna Parsons Oscar Parsons (the "Buyer") hereby agree to purchase, and the undersigned The estate of Patricia Grund (the "Seller") hereby agrees to sell the following described real estate, together with all improvements, except as may be excluded below, (the "Property") situated in the City of Centreville, County of Bibb, Alabama, on the terms stated below:

Address: 1671 Walnut Street, Centreville AL Zip: 35042

Legal Description: Lot_____ Block_____ Section_____

Subdivision_____ Plat/Deed_____ Page_____

Other identifying information: 071507251000062.000

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

1. **THE PURCHASE PRICE SHALL BE:** $ 229,000.00

2. **EARNEST MONEY:**

$ 500.00 of the Purchase Price shall be payable by Buyer as Earnest Money as set out herein. The Earnest Money shall be delivered by Buyer in trust to the (select one) ☒ Listing Broker ☐ Selling Broker ☐ along with this executed Agreement or ☒ delivered on or before 7/3/2025 (the "Earnest Money Delivery Date"). The Earnest Money will be promptly deposited into the escrow account of the Broker; cash shall be deposited immediately.

Seller may, at Seller's option, cancel this Agreement if the Earnest Money check is rejected by the financial institution upon which it is drawn OR if the Earnest Money is not delivered by Buyer on or before the Earnest Money Delivery Date noted above.

In the event Buyer fails to carry out and perform the terms of this Agreement, the Earnest Money shall be forfeited as liquidated damages per Alabama law at the option of Seller, provided Seller and Buyer agree to the written cancellation of this Agreement.

In the event either Buyer or Seller claim the Earnest Money without the agreement of the other party, the holder of the Earnest Money, in accordance with Alabama Real Estate License Law Rule 790-X-3-.03 (4) (5), must either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into Court. The Broker holding the Earnest Money shall be entitled to make a claim for court costs, attorney fees and other expenses in any interpleader or other action filed to determine the appropriate party to receive the Earnest Money. In the event an interpleader or other action is filed to determine the appropriate party to receive the Earnest Money, the losing party in any such action shall pay the attorney fees and court costs incurred by the successful party in such action. Buyer and Seller agree and acknowledge that Broker holding the Earnest Money in trust may, at

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that Broker's option, deliver the Earnest Money directly to the attorney or title company conducting the closing of the transaction, should the Agreement proceed to closing.

3. **BUYER FINANCING CONTINGENCY (Select one of the following options):**

☐ **No Buyer Financing Contingency:** Buyer will pay **cash** for the Property or otherwise have no financing contingency; verification of funds shall be provided to Seller not later than _____calendar days. (5 calendar days if not specified) from Agreement Acceptance Date. Earnest Money shall be nonrefundable in the event Buyer is unable to complete the closing of this agreement due to unavailability of Buyer funds.

☒ **Buyer Financing Contingency:** The Buyer intends to finance the purchase with the following type of loan:

☒ Conventional ☐ FHA ☐ VA ☐ Equity ☐ Assumption of mortgage ☐ USDA

☐ Other _____ ☐ Seller financing (See attached addendum).

Loan Application. Buyer shall apply for financing and provide a letter of pre-approval not later than 5 calendar days (5 calendar days if not specified) from the 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 warranted by the Brokers and Sales Associates. In the event that the Buyer fails to apply for financing and provide a letter of pre-approval as provided herein then the Seller shall have the right to terminate this Agreement in which case the Earnest Money shall be refunded to the Buyer.

Loan Approval. Buyer shall have 25 calendar days [*NOTE TO DRAFTER – THIS BLANK MUST BE FILLED IN*] from Agreement Acceptance Date to exercise its right to cancel and terminate the Agreement under this financing contingency by providing written notice of cancellation to the Seller. If the Buyer does not exercise its right to cancel the Agreement under this contingency by providing written notice to the Seller as provided herein, then this financing contingency will have been waived by the Buyer and thereafter the Earnest Money shall be nonrefundable to the Buyer in the event that the Buyer is unable to secure financing to complete the purchase of the Property. In the event that Buyer shall provide notice of cancellation of the Agreement before the expiration of the financing contingency, except in the event that the buyer has failed to apply for financing as provided above, all Earnest Money shall be refunded to **Buyer**, with the concurrence of the Seller in accordance with Alabama Real Estate License Law Rule #790-x-3-03(4)(5).

4. **APPRAISAL CONTINGENCY**: The Buyer acknowledges that any appraisal of the Property required by the Buyer's lender is used to determine the maximum amount of the loan that such lender can make to the Buyer for the purchase of the Property. Neither the Seller nor the Brokers or their agents warrant the accuracy of any appraisal procured by the Buyer or the value or condition of the Property. (Select one of the following options)

☐ This agreement is **not contingent** on the property appraising for the purchase price.

☒ This agreement **is contingent** on the Property appraising for the purchase price or higher; if the Property appraises for less than the purchase price, the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this Agreement at the appraised value. However, if the Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of this Agreement without regard to the appraised value or terminate the Agreement without penalty, including but not limited to forfeiture of Buyer Earnest Money. If appraisal is less than purchase price, Buyer and Seller shall agree to a mutually acceptable resolution within 2 calendar days [*NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN*] of receipt of the appraisal by both parties (5 calendar days if not completed), otherwise this contract shall be deemed cancelled, null, void and of no further effect on Buyer or Seller with refund of Earnest Money to Buyer in accordance with Alabama Real Estate License Law Rule 790-X-3-.03 (4) (5).

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5. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before July 31, 2025, 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 on delivery of the deed; otherwise, possession shall be delivered on July 31, 2025, at _____ ☐ AM ☐ PM CST.

Buyer and Seller are fully aware and understand 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 payable to the closing agent/attorney.

If Buyer is to be given possession prior to closing, or if Seller is to remain in possession after closing, 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.**

6. **ALLOCATION OF COSTS**

SELLER to pay the following expenses:

~~Seller to pay any costs of closing exceeding $9,500.~~

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Seller to pay pro-rated share of taxes.

BUYER to pay the following expenses:

Buyer to pay all costs of closing up to a maximum of $9,500.

Buyer to pay pro-rated share of taxes.

Buyer to pay for any home inspections desired.

7. **AGENCY DISCLOSURE:**

The Listing Company is: EXIT 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

The Selling Company is: Southern Homes

(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

All parties agree that the Alabama Real Estate Consumer Agency Disclosure Act Rule (RECAD) 790-X-3-.13 (effective August 1, 1988 – Act 98-618) has been explained to them.

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8. ***BUYER BROKER COMPENSATION. THE BROKER REPRESENTING THE BUYER IN THIS TRANSACTION SHALL BE COMPENSATED BY THE SELLER AS PROVIDED BELOW.***

THE SELLER AGREES, OR SHALL DIRECT ANY THIRD PARTY TO THE SETTLEMENT AND TRANSFER OF THE SUBJECT PROPERTY, TO DISTRIBUTE FROM THE TRANSACTION $_____ OR % 2.5 _____ OF THE PURCHASE PRICE AT CLOSING FROM THE SELLER'S PROCEEDS FROM THE SALE TO BE CREDITED TO THE BUYER'S CONTRACTUAL AGREEMENT BETWEEN THE BUYER AND Southern Homes ***(BUYER'S BROKER OR TRANSACTION BROKER).***

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BROKER PROFESSIONAL SERVICE FEES ARE FULLY NEGOTIABLE AND NOT FIXED BY STATE LAW.

THE BUYER BROKER MAY NOT RECEIVE COMPENSATION FOR BROKERAGE SERVICES FROM ANY SOURCE THAT EXCEEDS THE AMOUNT OR RATE AGREED TO IN THE AGREEMENT WITH THE BUYER.

9. **TAX PRORATION, ASSOCIATION FEES AND LEASES**: All ad valorem taxes, any association fees, and any rents being collected from existing tenants will be prorated at time of closing. If the actual ad valorem taxes due on the property exceed the estimate of the closing agent used in the proration at closing, the Seller hereby agrees to pay to the Buyer the difference in the amount of the prorated taxes based upon the closing agent's estimate and actual amount of the prorated taxes; if the actual ad valorem taxes due on the property are less than the estimate of taxes the closing agent used in the proration at closing, the Buyer hereby agrees to pay to the Seller the difference in the amount of the prorated taxes based upon the closing agent's estimate and actual amount of the prorated taxes. Existing leases shall be transferred to Buyer at closing. This provision shall survive the closing of this Agreement.

10. **MERCHANTABLE TITLE:** The Seller shall convey good and merchantable title in fee simple to said Property to the **Buyer** by warranty or other appropriate deed, free of all encumbrances, except as herein stated. In the event that the title is unmerchantable, this Agreement is voidable at the option of the Buyer.

TITLE EVIDENCE: Good and merchantable title to be issued in the form of ☒ Owner's Title Insurance and/or ☒Mortgagee Title Insurance. This cost shall be paid by the ☐ Buyer ☒ Seller. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Buyer ☐ does ☒ does not request an enhanced policy of Owner's Title Insurance. The additional cost of the enhanced policy of Owner's Title Insurance (the amount above the cost of a standard policy of Owner's Title Insurance) shall be paid by the ☐ Buyer ☐ Seller.

It is the Broker(s) recommendation that the Buyer secure Owner's Title Insurance.

If Seller holds title to the property as joint tenants with rights of survivorship, the Seller's intent is to maintain ownership as joint tenants with rights of survivorship, despite entering into this Agreement. Seller understands that, under Alabama case law, simply entering into this purchase agreement to sell the property may destroy the joint tenancy with rights of survivorship and create a tenancy-in-common, unless expressly specified otherwise.

11. **INSPECTIONS:**

A. **PROPERTY INSPECTIONS.** ***IT IS RECOMMENDED THAT BUYER HAVE PROFESSIONAL INSPECTIONS PERFORMED ON THE PROPERTY.*** **The Buyer must be satisfied with the condition of the Property based on the Buyer's own inspection(s). Neither Seller nor any broker or salesperson makes any representation or warranties regarding the condition of the Property unless expressly set forth herein. The Closing, or delivery of Possession, whichever first occurs, constitutes acceptance of the Property and releases Seller, Seller's broker and Buyer's broker from liability for the condition of the Property. Buyer and Seller acknowledge and agree that neither the Brokers nor their agents are licensed or experienced inspectors or examiners of structure, title, survey, etc. and give no warranties or representations regarding any condition of the subject property.**

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SELLER AGREES TO ENSURE THAT ALL UTILITIES AT THE PROPERTY SHALL BE CONNECTED AND ACTIVE DURING THE INSPECTION PERIOD, and agrees to pay any re-inspection fees if utilities are not active at the time of the Buyer's inspection

BUYER ELECTS TO PURCHASE THE PROPERTY WITH (select one of the following options):

☐ **NO INSPECTION CONTINGENCY. AS IS WITHOUT RIGHT OF INSPECTION.** Buyer accepts Property in **AS IS** condition, without regard to any inspections and without reserving any right to cancel or terminate this contract based upon subsequent inspections. Buyer hereby specifically acknowledges that Buyer has waived the right to inspect the Property and waives the right to assert any claims against the brokers related to the condition of the Property.

☐ **AS IS WITH RIGHT OF INSPECTION.** Buyer reserves the right to conduct any inspections of the Property, including, but not limited to general home inspection, structural inspection, radon testing, EIFS inspection, termite inspection, septic system inspection, and lead based paint inspection, at Buyer's expense, for a period of _____ calendar days [*NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN*] from the Agreement Acceptance Date (the "Inspection Period"). Buyer's obligations under the terms of this Agreement shall be contingent upon Buyer's determination that the results of the inspections are satisfactory in the Buyer's sole and absolute discretion. At any time prior to the end of the Inspection Period the Buyer may terminate and cancel this Agreement for any reason by providing notice in writing that Buyer are dissatisfied with the results of the inspection(s); failure to provide notice that Buyer are dissatisfied with the results of the inspection(s) shall constitute a waiver of this contingency and acceptance of the property "As Is".

☒ **RIGHT OF INSPECTION AND REPAIR AGREEMENT.** Buyer reserves the right to conduct any inspections of the Property, including, but not limited to general home inspection, structural inspection, radon testing, EIFS inspection, termite inspection, septic tank inspection, and lead based paint inspection, at Buyer's expense, for a period of 14 calendar days [*NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN*] from the Agreement Acceptance Date (the "Inspection Period"). Buyer shall provide Seller with a written list of the items requested by Buyer to be repaired no later than the end of the Inspection Period or the Buyer shall provide notice that the condition of the property is acceptable and no repairs are required. In the event that Buyer provides notice that repairs are requested, any such request for repairs shall be governed by Section 18 of this Agreement. Failure of Buyer to provide a list of requested repairs to Seller in writing prior to the end of the Inspection Period shall constitute a waiver of repair requirement. At any time prior to the end of the Inspection Period the Buyer may terminate and cancel this Agreement for any reason by providing notice in writing that Buyer are dissatisfied with the results of the inspection(s); failure to provide notice that Buyer are dissatisfied with the results of the inspection(s) shall constitute a waiver of this contingency and acceptance of the property "As Is".

B. TERMITE AND/OR WOOD INFESTATION/FUNGUS INSPECTION AND REPORT:

(a) **Wood Infestation Report.** Buyer ☐ does ☒ does not require a Wood Infestation Report and letter of certification from a bonded and licensed pest control company that a visual inspection of accessible areas of the dwelling indicates that the dwelling is free from active infestation by wood destroying insects or fungus. Buyer shall be responsible for ordering the inspection and Wood Infestation Report. It is the responsibility of the Buyer to determine, prior to the expiration of the Inspection Period, whether the foregoing impairs the use of the Property for the Buyer's intended purposes. In the Event that Buyer provides notice that repairs are required, any such request for repairs shall be governed by Section 18 of this Agreement.

(b) **Termite Agreement (Contract).** If Termite Agreement is currently in force, and the terms of such Termite Agreement are acceptable to Buyer, Seller agrees to transfer such Termite Agreement **(if transferable)** to Buyer at the expense of the **Seller.** If no Termite Agreement is currently in force, Seller ☐ does ☒ does not agree to purchase a Termite Agreement with terms acceptable to the Buyer to be transferred to Buyer at Closing. In the event Seller elects to purchase a Termite Agreement as provided herein, such Termite Agreement shall not exceed the cost of $ _____.

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C. **SEWER/SEPTIC SYSTEMS:** To the best of Seller's knowledge the Property ☒ is ☐ is not connected to a sanitary sewer system. Seller ☑ has ☒ has not paid all impact and connection fees. If Property is 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 Property is not on sewer, Broker recommends that the septic system be inspected. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, Broker(s) and all sales agents from any and all liability for any defects or deficiencies with the septic system which may be discovered in the future, whether such defects or deficiencies exist at Closing or develop thereafter. It is the responsibility of Buyer to determine, prior to the expiration of the Inspection Period, whether the foregoing materially impairs the use of the Property for Buyer's intended purposes.

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D. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**: Lead-based paint disclosure is required ☑ yes ☒ no. If a residential dwelling built prior to 1978 is located on the Property, Federal law requires that certain disclosures be made by the Seller to the Buyer and that this Agreement be made subject to a lead-based paint testing contingency. A copy of the disclosure information form and the Agreement lead based paint testing contingency language are attached hereto.

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E. **SURVEY, FLOOD ZONES, AND EASEMENTS:** Buyer ☐ does ☒ does not request survey by an Alabama professional land surveyor. It is recommended that the Buyer obtain a new survey and flood certification. Lender may require a survey flood certification. It shall be the responsibility of the Buyer to determine the existence of flood zones that are on the subject property. Any survey or flood certification shall be at the expense of the Buyer. The Buyer understands that the property is subject to any easements of record, utility easements, building lines of record, and zoning restrictions. **The Buyer shall have _____ calendar days** [*NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN*] **from the Agreement Acceptance Date to cancel this Agreement based on the condition of the Property as revealed by the survey.** Failure to provide timely notice of cancellation constitutes acceptance of the Property as described in the survey and Buyer shall not have the right to cancel this Agreement based upon a survey of the Property.

BUYER ACKNOWLEDGES AND AGREES THAT ALL INSPECTIONS ARE RESPONSIBILITY OF BUYER INCLUDING PAYMENT FOR THE INSPECTION SERVICES IN THE EVENT THAT THIS TRANSACTION DOES NOT CLOSE.

12. **ZONING, SUBDIVISION REGULATIONS, SUBDIVISION RESTRICTIONS, HISTORIC DISTRICT REGULATIONS, RESTRICTIVE COVENANTS AND HOMEOWNER'S ASSOCIATION BYLAWS.** Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for obtaining all information relative to zoning ordinances, subdivision regulations, subdivision restrictions, restrictive covenants, historic district regulations, and Homeowner's Association bylaws, covenants, rules, and regulations. Further, Buyer shall be solely responsible for determining that the Property is suitable to the Buyer's intended use, including any development of, alterations to, improvements or construction on the Property.

13. **SCHOOL ZONES.** Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for determining school zoning of Property.

14. **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.

15. **WATER FRONT LOTS (RIVER OR LAKE): Buyer shall be solely responsible for determining applicability of any Federal, State or Local laws and ordinances that may require inspection and approval or permitting of docks, piers or boathouses on or adjacent to lakes or rivers or inspection and permitting of sanitary sewer or septic systems.**

16. **SHORT TERM RENTALS.** Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for determining whether or not the Property is eligible for use as a Short-Term Rental pursuant to applicable zoning ordinances, homeowner's association regulations or restrictive covenants affecting the Property.

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17. **HOME WARRANTY**: Buyer ☐ does ☒ does not require a Home Warranty Policy at closing to be paid by ☐ Buyer ☐ **Seller** at a cost not to exceed $_____.

18. **REPAIRS**: If Buyer or Buyer's lender requests that repairs be made due to results of inspections within the time frame set out in Section 11 herein above, Seller shall have the option to either:

(1) Make all requested repairs,

(2) Negotiate with the Buyer regarding the allocation of repairs and/or repair costs between the Seller and the Buyer or,

(3) Make no repairs to the Property.

Seller shall communicate the response to a Buyer request for repairs within 2 calendar days (2 Calendar days if not specified) from the date of receipt of Buyer request for repairs. If the parties are unable to negotiate a satisfactory agreement regarding repairs and repair costs, or if Seller refuses to make any repairs or makes no response to Buyer's repair requests as provided herein, then Buyer shall have the option to accept Sellers's response (or Seller's failure to respond) to repair requests and proceed to Closing as per the terms of this Agreement or cancel this Agreement. Buyer's response shall be communicated to Seller within 2 calendar days (2 Calendar days if not specified) from receipt of Seller election as to repairs **(Buyer's failure to respond constitutes acceptance of Seller's final response as to repairs)**. Any response under this provision shall be in writing. In the event Buyer chooses to terminate this Agreement pursuant to this section, then this Agreement shall be deemed cancelled, null, void and of no further effect on Buyer and Seller and Earnest Money shall be returned to Buyer in accordance with Alabama Real Estate License Law Rule #790-x-3-03(4) (5), unless otherwise agreed to in writing by both parties. If the Seller agrees to make any repairs as requested by Buyer, Buyer and Seller shall execute a repair agreement which shall be attached hereto and incorporated herein. Any repairs requested by Buyer under this paragraph and a repair agreement, if any, are to be paid for by the ☐ Buyer ☒ Seller not to exceed $_____ or ☒ To Be Agreed between parties.

19. **BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE** that the Listing and Selling companies, their officers, director(s), employee(s), broker(s), and salespersons shall not be held responsible or liable for any obligations or agreements that the Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the transfer of any information to or from the Buyer or Seller, and further agree to discharge and release the companies, their officers, directors, employees, brokers, and salespersons from any claims, demands, damages, actions, causes of actions or suits 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 existence of asbestos; the size and area of the Property; workmanship or construction materials, EIFS (Exterior Insulation Finish System- Synthetic Stucco) including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the Property; subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials, toxic mold, 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; appurtenances thereto or any related mortgage terms and conditions. This paragraph shall survive closing. Seller and Buyer acknowledge they understand the above paragraph by his/her signature below.

20. **NEW CONSTRUCTION (ONLY):** If the property is newly constructed, Builder is to provide a written Limited Builder Warranty to be effective for one (1) year from date of closing which shall be given to **Buyer and signed by all parties at time of Agreement acceptance**. Brokers make no representation as to the ability or competency of the Builder to perform under this Agreement. Buyer acknowledge(s) that he/she/they have made their own investigation as to the capabilities and skill of the Builder. It is recommended that the Buyer obtain a professional home inspection prior to closing. Buyer shall be given the opportunity to inspect the property prior to closing. Unless otherwise stated in Paragraph 11 above, any repairs required by the Buyer as a result of inspection, must be completed prior to closing. Neither the Broker nor their agents are responsible for pre-closing inspections, punch list items, or repairs.

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21. **ASSESSMENTS:** Seller warrants that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Municipal assessments which have become a lien on the Property prior to closing date shall be paid by the Seller without proration. Any public improvements, now installed but not yet a lien, shall be assumed by the Buyer.

22. **RISK OF LOSS: Seller agrees to keep in force sufficient property and casualty 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 or condition acceptable to Buyer prior to closing, the Buyer shall have the option of canceling this Agreement and recovering the Earnest Money, (in accordance with Alabama License Law Rule #790-X-3-.03 (4) (5), or accepting the Property in its damaged condition. The notice of cancellation must be received by Seller prior to closing date specified in this Agreement. 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 responsibility to ensure that adequate insurance is in place at time of closing and prior to taking possession. It is the Broker(s) recommendation that the Buyer secure property, casualty, and liability insurance commitment as soon as possible after Agreement Acceptance Date.

23. **IMPROVEMENT & APPURTENANCES**: All dwellings, improvements, storage buildings, and appurtenances presently situated in and on the Property, are included in the purchase price, with no additional value, such as: ceiling fans, attached light fixtures and their shades, blinds, traverse rods, curtain rods, cornice boards, remote control garage door openers, television wall mounts, exterior lights, bathroom mirrors, gas logs, doorbells, mantels, water heaters, plumbing fixtures, attic fans, carpeting, built-in kitchen appliances, range, door and window screens, stationary laundry tubs, heating and air conditioning equipment, smoke detectors, water pumps and pressure tanks, awnings, piers (floating and stationary), fences, trees, shrubbery, all plantings, mailbox, garbage carts if owned by Seller, and all other items which are permanently attached to the Property, buildings, or appurtenances, unless otherwise specifically excluded in this Agreement.

Additional items to remain as part of the purchase price at no additional value:
Out buildings, Stove, Fridge, & all window treatments

Items to be excluded from sale:

24. **DISCLOSURE OF INFORMATION:** The purchase price and terms of this sale may be disclosed to the members and affiliate members of the Tuscaloosa Association of REALTORS® for use in the ordinary conduct of their business.

25. **ADDITIONAL PROVISIONS:**
This offer is made subject to the buyers Current property located at 195 Carrington Ln, Calera, AL 35040 Successfully selling. Property will be listed on or before 6/27/25.

AP OP

This offer is subject to the buyers satisfaction to all home inspections.

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Property is being sold as; Court approval required before close

Buyer Initials AP OP Seller Initials EK 06/20/25 2:41 PM CDT dotloop verified

TRANSACTIONS TransactionDesk Edition

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26. **FACSIMILE, COUNTERPART OR SCANNED SIGNATURES:** This Agreement may be signed and/or delivered by either party or all parties by facsimile or by scanning either party's signature for electronic transmission. Buyer and Seller agree that such signatures shall be binding without objection by either party. In the event lender or other related authority requires original signatures, both parties agree to sign an original document not later than the date of closing.

27. **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 agreement. If you do not understand the legal effect of any part of this Agreement, seek legal advice before signing it.**

28. **PRE-CLOSING INSPECTION OF THE PROPERTY.** At the option of the Buyer, Buyer may conduct a final inspection of the Property immediately prior to Closing. Buyer acknowledges and agrees that the neither Brokers nor their agents are licensed or experienced inspectors, and Buyer is solely responsible for any inspections of the property.

29. **Agreement Acceptance Date shall be date of last signing or initialing of agreement by the parties hereto as noted below unless an addendum attached hereto specifies a different date.**

30. **BUYER AND SELLER ACKNOWLEDGEMENT:** Buyer and Seller acknowledge receipt of a copy of this Agreement and any attached addenda.

****ANYTHING IN THIS DOCUMENT THAT HAS BEEN CHANGED FROM THE PRINTED FORM SHOULD BE SIGNED OR INITIALED AND DATED.****

Witness to Buyer's Signature (Date)

Witness to Buyer's Signature (Date)

Witness of Seller's Signature (Date)

Witness of Seller's Signature (Date)

Authentisign
Alaynna Parsons 06/19/2025
Buyer's Signature (Date)
Alaynna Parsons

Oscar Parsons 06/19/2025
Buyer's Signature (Date)
Oscar Parsons

Seller's Signature (Date)
Emily Kelley on behalf of the Estate of Patricia Y. Grau
dotloop verified
06/20/25 2:41 PM CDT
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Seller's Signature (Date)

AGREEMENT ACCEPTANCE DATE: Buyer and Seller hereby agree and acknowledge that this Agreement shall be effective as of 06/20/25

Revised 6/18/24

THE USE OF THIS FORM IS VOLUNTARY AND IS MADE AVAILABLE BY THE TUSCALOOSA ASSOCIATION OF REALTORS® ONLY FOR USE BY THOSE MEMBERS WHO MAKE AN INDEPENDENT DETERMINATION FOR THE NEED FOR SUCH A FORM. BY MAKING AVAILABLE THIS FORM TO ITS MEMBERS, THE TUSCALOOSA ASSOCIATION OF REALTORS® DOES NOT RECOMMEND OR ENDORSE ITS USE OR NON-USE.

Exhibit "B"

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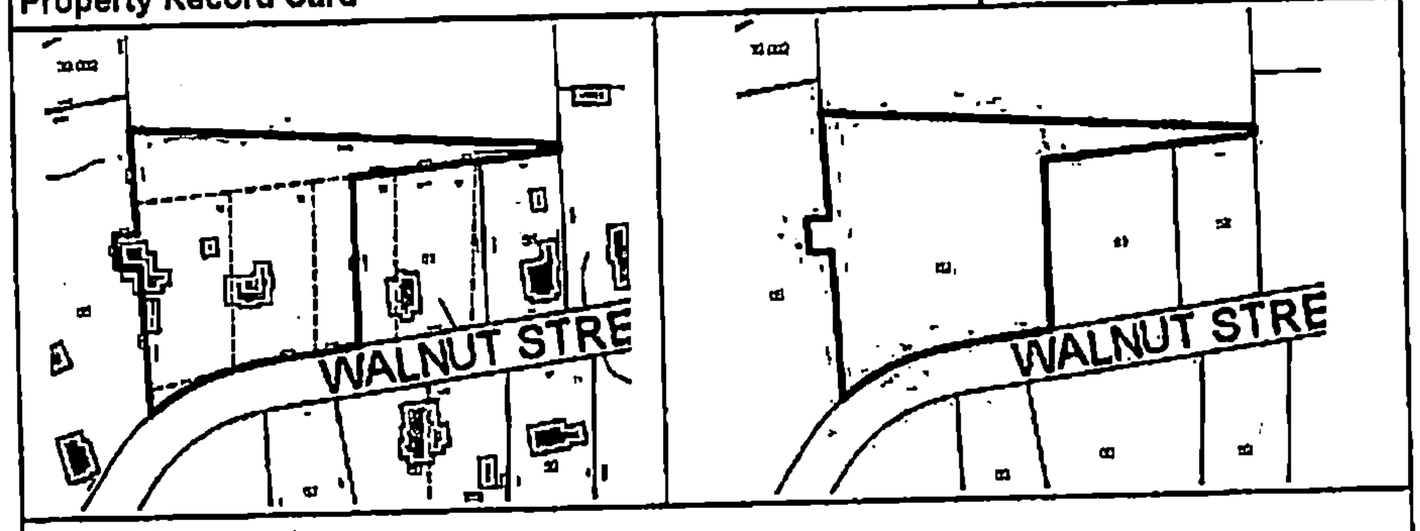
Property Record Card

Print Close



Parcel Info

Parcel Number	Account #	Exemption	
1507251000062000	858190	3	AMENTITES 1 ROAD 5 TOPO X ELEC WATER 2 GAS 2
Subdivision	009999-N/A		
Neighborhood	–		

District	City	S-T-R	Acreage	Lot Size	Deed B/P
02	02	25-23N-09E	0	0 X 0	B-000387 P-000571 D-10/08/2021
Legal	290'S X 211.15 IRR, POB LYING IN SW/4 OF NE/4 S25-T23N-R9E; BK 98 PG 995, BK 120 PG 285, 213/149 387/571				

Owner

Name	GRUND PATRICIA		
Mailing Addr	1671 WALNUT ST CENTREVILLE, AL 35042	Physical Addr	

Values

Land Total:	$11,500.00
Building Total:	$88,800.00
Appraised Value:	$100,300.00
Yrly Tax:	$0 for 2024

Payment History

Tax Year	Date Paid	Amount
2024		$0.00
2023	04/15/2024	$230.96
2022		$0.00

Mapping History

DDate	DBook	DPage	EPage	Type
04-14-2008	000213	000149	000000	NAMECHNG
03-05-2000	000000	000000	000000	NAMECHNG

Building

	Bldg No	Use Type	Yr Built	Base Area	Upper Area	Story	Appr Value
Detail	1	0111	1934	2168	0	1	$84,100.00

Misc Improvements

Code	Desc	Dim	Yr Built	Value
B23	BARN/SHED BARN SHED B-23	0 X 0	0	$1,500.00
2413	GARAGE a GARAGE WD. FR. SHT MTL FLOOR NO DOOR	0 X 0	0	$1,700.00
2601	UTILITY UTILITY WOOD HOMEMADE	0 X 0	0	$500.00
2601	UTILITY UTILITY WOOD HOMEMADE	0 X 0	0	$1,000.00

Land

GR#	CL	EX	PEN	TYPE	ACRES	GR Desc	ADJ	ADJ	ADJ	ADJ	PRE APPR.	APPR	BOE	ASSESSED	PEN	ORIG-APPR
1	3	Y	N	1	1	A	0	0	0	0	6500	6500	0	660		6500
2	3	Y	N	2	1	A	0	0	0	0	5000	5000	0	500		5000

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Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
2 Page(s)

IN THE PROBATE COURT OF BIBB COUNTY, ALA

IN RE: THE ESTATE OF PATRICIA GRUND CUMMINGS, Decedent.) **CASE NO. 2025PC019**

20250724000224620 62/65 $214.00
Shelby Cnty Judge of Probate, AL
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ORDER TO SELL REAL PROPERTY

Pursuant to the Petitioner's Petition to Sell Real Property and the Waivers to Sell Real Property signed by Jason Brown, Sara Roper and Jeffrey Roper, the Court finds that the Petition is proper and due to be granted.

It is **ORDERED, ADJUDGED** and **DECREED** that Petitioner has authority to sell the real property located at: 1671 Walnut Street, Centreville, AL 35042 (

Begin at the "Locally Accepted" S.E. corner of NE 1/4 of Section 25, Township 23 North, Range 9 East, thence run Southwesterly a distance of 265.51 feet to an iron, thence South 87 degrees 48 minutes 13 seconds West a distance of 1684.09 feet; thence North 04 degrees 08 minutes 05 seconds West a distance of 175.52 feet to a point on the North boundary of Walnut Street in the City of Centreville, and the point of beginning of the parcel of land herein conveyed; thence continue North 04 degrees 08 minutes 05 seconds West a distance of 132.80 feet; thence South 87 degrees 29 minutes 22 seconds West a distance of 29.20 feet; thence North 02 degrees 42 minutes 28 seconds West a distance of 40.30 feet; thence North 87 degrees 29 minutes 22 seconds East a distance of 30 feet, thence North 02 degrees 15 minutes 00 seconds West a distance of 127.70 feet; thence North 88 degrees 27 minutes 00 seconds East a distance of 531.48 feet; thence South 03 degrees 59 minutes 15 seconds East to a concrete monument; thence South 83 degrees 04 minutes 43 seconds West a distance of 276.34 feet, thence South 05 degrees 58 minutes 37 seconds East a distance of 211.15 feet to a point on the North boundary of Walnut Street, thence South 79 degrees 02 minutes 59 seconds West along Walnut Street a distance of 279.26 feet to the point of beginning. Situated in the SW 1/4 of NE 1/4, Section 25, Township 23 North, Range 9 East, Centreville, Alabama.

) for a sum not less than Two Hundred Twenty-Nine Thousand Dollars ($229,000.00).

ORDERED, ADJUDGED AND DECREED by the Court that the prayer of said petition be, and the same is hereby granted, and Emily Kelley as Administrator of the Estate of Patricia Grund Cummings, deceased, is authorized and directed to sell and convey, at private sale in accordance with the attached contract, to Alaynna Parsons and Oscar Parsons for the sum of $229,000.00.

It is further **ORDERED** that the Administrator shall file a Report of Sale within 30 days of closing and shall file a Motion to Increase Bond if necessary.

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Costs taxed against the estate.

DONE AND ORDERED this 18 **day of** July **2025.**

Stephanie W. Kemmer
PROBATE JUDGE

20250724000224620 64/65 $214.00
Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN THE MATTER OF THE ESTATE OF PATRICIA GRUND CUMMINGS, DECEASED

IN THE PROBATE COURT OF ~~BIBB~~ COUNTY, ALABAMA

CASE NO. 2025PC019

CONSENT TO SALE OF REAL PROPERTY FOR DIVISION AND DISTRIBUTION

I, the undersigned, **Jason Brown,** one of the next of kin of **PATRICIA GRUND CUMMINGS,** a deceased person, hereby request and consent that real property described here be sold for the gross amount of $325,000.00:

808 Main Street, Montevallo, Alabama 35115
Parcel # 27-5-21-3-305-029.000

This the 30 day of June, 2025.

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Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

JASON BROWN
107 Highway 203
Montevallo, AL 35115

VERIFICATION

STATE OF ALABAMA

Shelby COUNTY

I, Samantha Bufalo, a notary public in and for said county in said state, hereby certify that JASON BROWN, whose name is signed to the foregoing consent, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me this the 30 day of June, 2025.

SAMANTHA BUFALO NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXP. 10-3-2028

Samantha Bufalo
Notary Public
My Commission Expires: 10/03/2025

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Shelby Cnty Judge of Probate, AL
07/24/2025 10:32:01 AM FILED/CERT

IN RE:	)	**IN THE**
THE ESTATE OF	)	**PROBATE COURT FOR**
PATRICIA GRUND CUMMINGS,	)	**BIBB COUNTY, ALABAMA**
deceased.	)	
		Case No: 2025 PC 019

LETTERS OF ADMINISTRATION

Letters of Administration on the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased**, are hereby granted to **EMILY KELLEY,** who has duly qualified and given bond as such Personal Representative, and is authorized to administer such estate. Subject to priorities stated in Ala. Code, §43-8-76 (1975, as amended), the said personal representative, acting prudently for the benefit of interested person, has all the powers authorized in transactions under Ala. Code §43-2-843 (1975, as amended).

WITNESS my hand and dated this, the 25th day of March, 2025.

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3/26/2025 4:18:33 PM
Judge of Probate
Stephanie W. Kemmer
Bibb County, AL
1 Page(s)

Stephanie W. Kemmer
Judge of Probate

****

STATE OF ALABAMA)
)
BIBB COUNTY)

I, **Stephanie Kemmer,** Judge of Probate in and for said County and State, hereby certify that the within and foregoing is a true, correct and complete copy of the Letters of Administration issued to **EMILY KELLEY,** as Administrator of the Estate of **PATRICIA GRUND CUMMINGS, a.k.a. PATRICIA E. GRUND, a.k.a. PATRICIA G. ROPER, deceased**, are hereby granted to **EMILY KELLEY, deceased**, as the same appears of record in my office, and are still in full force and effect.

GIVEN under my hand and seal of office, this the 26th day of March, 2025.

Stephanie W. Kemmer
Judge of Probate