

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION**

In re:	*	
Benjamin Alan Beatty	*	Case No. 17-41008-JJR
SSN: ***-**-8263	*	
Debtor	*	Chapter 11

DEBTOR’S MOTION FOR APPROVAL TO SELL REAL PROPERTY

COMES NOW the Debtor Benjamin Alan Beatty and moves this Court, pursuant to 11 U.S.C. §363(f), for an order authorizing him to sell certain property free and clear of liens, interests and other encumbrances, to-wit: real property located at 2630 Slasham Road, Ashville, Alabama (hereinafter “real property”). In support, the Debtor shows:

1. Debtor filed a petition for relief under Chapter 11 of Title 11, U.S. Code, on May 31, 2017.
2. No Trustee has been appointed in this case.
3. Debtor and his non-filing spouse have entered into an agreement with Dennis D. Berry and Barbara A. Berry for the sale of Debtor’s home for \$370,000.00. A copy of that agreement is attached hereto as Exhibit “A” and incorporated herein by reference.
4. Debtor owns the real property jointly with his spouse, as evidenced by a Warranty Deed with Joint Right of Survivorship, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.
5. The property is subject to the following liens, mortgages or other interests:
 - a. Joint ownership between Debtor and his non-filing spouse;
 - b. Regions Mortgage has been scheduled as having a claim in the amount of \$164,207.00 secured by a first mortgage on the real property. A copy of the first page of the original mortgage between Debtor and his spouse and The Bank dated October 11, 2005 and recorded on October 19, 2005 in Mortgage Book 2005 at Page 61300 in the Office of the Probate Judge of St. Clair County, Alabama is attached hereto as Exhibit “C” and incorporated herein by reference. A copy of a Corporate Assignment of Mortgage in which The Bank assigned to Trustmark National Bank the note and mortgage and which was recorded on October 11, 2005 in Mortgage Book 2005 at Page 61310 in the Office of the Probate Judge of St. Clair County, Alabama is attached hereto as Exhibit “D” and incorporated herein by reference. A copy of a Corporate Assignment of Mortgage in which Trustmark National Bank assigned to Regions Bank dba Regions Mortgage the note and mortgage and which was recorded on April 19, 2010 in Mortgage Book 2010 at Page 11057 in the Office of the Probate

Judge of St. Clair County, Alabama is attached hereto as Exhibit "E" and incorporated herein by reference.

c. A Notice of Federal Tax Lien in the amount of \$460.71 was recorded in the Office of the Probate Judge of St. Clair County, Alabama on March 17, 2015 in UCC Book 2015 Page 117, a copy of which is attached hereto as Exhibit "F" and incorporated herein by reference; and

d. A Certificate of Lien for Unemployment Compensation Contributions and Employment Security Assessment in the amount of \$135.85 was recorded in the Office of the Probate Judge of St. Clair County, Alabama on January 23, 2017 in Judgment Book 2017 Page 129, a copy of which is attached hereto as Exhibit "G" and incorporated herein by reference.

6. All liens, mortgages, or other interests shall attach to the proceeds of the sale.

WHEREFORE, the Debtor moves the Court to enter an order authorizing him to sell the real property to Dennis D. Berry and Barbara A. Berry for the sum of \$370,000.00, to pay in full the mortgage balance in favor of Regions Mortgage and Federal Tax Lien owed jointly by Debtor and his spouse; to pay Debtor's spouse one-half of the net proceeds remaining; and to satisfy from Debtor's one-half of the net proceeds the Lien for Unemployment Compensation Contributions and Employment Security Assessment. Debtor further moves that he be paid his homestead exemption of \$15,000.00 and that the balance of the proceeds be deposited into an interest-bearing account pending confirmation of his Plan of Reorganization or other order of this Court. Debtor prays for such other relief as may be appropriate.

This 13th day of June, 2017.

/s/ Tameria S. Driskill
Attorney for Debtor
P.O. Box 8505
Gadsden, AL 35902
(256) 546-5591

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing on Debtor and the creditors and parties in interest on the attached mailing matrix by placing the same in the U.S. mail, first class postage prepaid and properly addressed; by electronic transmission on Hon. Robert J. Landry, III, Assistant US Bankruptcy Administrator, at Robert_landry@almba.uscourts.gov.; and by certified mail, return receipt requested on Regions Bank dba Regions Mortgage, c/o O.B. Grayson Hall, Jr., its CEO, 1900 Fifth Avenue, Birmingham, AL 35203.

This 13th day of June, 2017.

/s/ Tameria S. Driskill

Exhibit “A”

GENERAL RESIDENTIAL SALES CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
January 30, 2008 (Previous forms are obsolete and no longer approved)

Date: 3-6-17

The undersigned Buyer(s) Dennis D & Barbara A Berry hereby agree to purchase
(Please print exact names in which title will be taken)

and the undersigned Seller(s) Ben and Nicki Beatty hereby agree to sell the
(Please print exact names in which title is held)

following described real estate, together with all improvements, shrubbery, plantings, fixtures and
appurtenances (the "Property") situated in the City of Hohville
County of Saint Clair, Alabama, on the terms stated below:

Address 2630 Slasham Road Zip Code: 35953

Legal Description: Lot _____ Block _____ Survey _____

Map Book _____ Page _____

1. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$ ~~350,000.00~~ 379,000.00

Earnest Money under this Contract shall be \$ 2,000.00 379,000

(A) FINANCING: (Check as applicable)

(1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.

(2) This Contract is contingent on Buyer obtaining approval of a Conventional FHA VA Other _____ loan in the amount of \$ _____ or

80 % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized, the "FHA/VA Amendatory Clause Addendum" must be a part of this Contract. Buyer will apply for financing within _____ days (7 days if left blank), from the Finalized Date and will provide any and all credit, employment, financial and other information required by the mortgage lender. "Finalized Date" shall mean the date that appears under the signatures of the parties to this Contract. If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of the appraisal, unless the Seller agrees to sell the Property under this Contract for the appraised value. The Earnest Money shall be returned pursuant to the terms of Paragraph 3 below. No term of this financing contingency can be changed without written authorization of the Seller. This financing contingency shall expire on date of closing. Thereafter, this Contract shall no longer be contingent upon Buyer obtaining financing of any type.

(B) LENDER REQUIRED REPAIRS: Seller agrees to make any repairs required by the lending institution not to exceed \$ 130 (\$0.00 if left blank). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess, or (if not prohibited by Buyer's lender) accept the Property with the limited repairs, or accept the above-specified amount at closing as a reduction of the Purchase Price, or Buyer may cancel this Contract by notifying Seller in writing within _____ hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs the Contract shall be closed as scheduled.

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

(C) **LOAN CLOSING COSTS AND PREPAID ITEMS:** A loan discount not to exceed _____% of the amount of the approved loan, shall be paid by Seller Buyer. All other loan closing costs and prepaid items are to be paid by Buyer unless herein stated. Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

2. **CLOSING & POSSESSION DATE:** The sale shall be closed and the deed delivered on or before April 21^(5/12), 2017. Possession is to be given upon delivery of the deed if the Property is then vacant; otherwise, possession shall be delivered on April 21^(5/12), 2017 at 12:00 a.m. p.m. In the event Seller retains possession of the Property beyond the date of closing, Seller hereby agrees that upon surrender of the Property to Buyer, the Property shall be in the same condition as it was on the day of closing. may 12, 2017 JJ MB

3. **EARNEST MONEY & DEFAULT OF CONTRACT:** Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the Earnest Money will be promptly deposited into the escrow account of the Listing Company. In the event an offer or counteroffer is not accepted, the Earnest Money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03 (4), (5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader; provided, however, that any Claim as defined in Paragraph 24 below shall remain subject to mediation and arbitration as set forth in said Paragraph. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer pursuant to Paragraph 24 below. In the event of default by Seller, all deposits made hereunder may be returned at the option of Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller pursuant to Paragraph 24 below.

4. **AGENCY DISCLOSURE:** The listing company is ERA King Real Estate
The selling company is Bling Realty LLC

The listing company is: (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 (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 buyer.
 An agent of both the seller and buyer and is acting as a limited consensual dual agent.
 Assisting the buyer seller (check one or both) as a transaction broker.

Buyer's Initials

JB MB

Seller's Initials

JJ MB

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

5. **HAZARD INSURANCE:** Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the Property at Closing. Buyer shall obtain evidence of insurability at an acceptable premium rate within ___ days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 3 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

6. **TITLE INSURANCE:** Seller agrees to furnish Buyer a standard form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the Purchase Price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraphs 7 & 9 below; otherwise, the Earnest Money shall be refunded in accordance with Paragraph 3 above. In the event owner's and mortgagee's title policies are required at closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is the Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. *Buyer to pay for own title insurance*

7. **SURVEY:** Buyer does does not require a survey by a registered Alabama land surveyor of Buyer's choosing. The lender may require a survey and it is recommended that a new survey be obtained on all purchases. Available information indicates that the Property is is not located in a flood plain, but this should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be the responsibility of Buyer. Further, unless otherwise agreed herein, the Property is purchased subject to utility easements, residential subdivision covenants and restrictions, if any, and building lines of record. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. Unless otherwise agreed herein, the survey shall be at Buyer's expense. *split between both buyer and seller*

8. **PRORATIONS:** Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal are presumed to be paid in arrears for purpose of proration; municipal taxes, if any, are presumed to be paid in advance. Seller acknowledges that the Property is is not currently subject to Class III residential property tax. If Seller states that the Property is Class III and is in error, Seller will reimburse to Buyer any amount of tax which will be incurred between the date of closing and the end of the current tax year which is in excess of that which would be due under Class III. This obligation will survive the closing.

9. **CONVEYANCE:** Seller agrees to convey the Property to Buyer by general warranty deed (check if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Seller understands that the present zoning classification is: residential. Buyer is encouraged to verify the current zoning classification.

10. **HOME WARRANTY:** Buyer does does not require a Home Warranty Policy issued by a company qualified to provide such policies in the State of Alabama, effective for one year from date of closing to be paid by Buyer Seller at cost not to exceed \$ 675. Buyer acknowledges Home warranty will be AHS.

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

that no broker or sales associate has made any representations or statements regarding the terms or conditions of any Home Warranty Policy or the items covered by any such Policy. The Buyer will personally review the Policy, which will contain certain limitations, exclusions and deductions, and Buyer will base the decision to accept or decline the Policy on this review, and not on any information that may have been provided by any broker or sales associate.

11. **BUYER'S DUTY TO INSPECT:** Buyer understands that Alabama law imposes a duty on Buyer to thoroughly inspect a property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports; rather than allowing the Seller to pay for such inspection reports; or rather than using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the Property. Buyer further understands that if a broker or sales associate is present at or accompanies Buyer on an inspection or walk-through of the Property, it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, all conditions of the Property are the responsibility of Buyer.

CONDITION OF THE PROPERTY

NEITHER SELLER NOR ANY BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to purchase the Property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and subsoil conditions, including radon or other potentially hazardous or toxic materials and/or gases; Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the Property in accordance with 12.A or 12.B below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the Property prior to closing.

12. GENERAL HOME INSPECTION:

(A) **SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION:** Buyer agrees to accept the Property in "AS IS" condition, except for ordinary wear and tear. Seller gives no warranties on any systems or appliances being in good working order, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects currently existing in the Property.

Buyer's Initials

Seller's Initials

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

Copyright © 2008 by the Birmingham Association of REALTORS®, Inc.

General Sales Contract - Page 4 of 9

(B) SALE OF PROPERTY CONTINGENT UPON HOME INSPECTION: (This paragraph does not apply to inspections under paragraphs 13 and 14 below.) Buyer requires additional inspections of the Property at Buyer's expense. Within 14 days (7 days if left blank) of the Finalized Date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property.

(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this Contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within 3 days after the physical inspection of the Property.

(2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within 5 days (5 days if left blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.

(3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 3 days (3 days if left blank) of receipt of Seller's refusal to correct such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest Money pursuant to Paragraph 3 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials Seller's Initials

NOTE: "Ordinary wear and tear," as used herein shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

13. SEWER/SEPTIC SYSTEMS: Seller represents that the Property is is not connected to sewer, and if so, all connection fees have been paid. If 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 cleaning and inspection at Buyer's expense. It is recommended if the Property is on a septic system that the Buyer have the septic system inspected by a professional. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, brokers and sales associates from any and all responsibility for problems with the septic system which may be discovered in the future, whether problems exist on the Finalized Date or develop thereafter. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. *at Seller's expense*

Buyer's Initials Seller's Initials

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

Copyright © 2006 by the Birmingham Association of REALTORS®, Inc.

General Sales Contract - Page 5 of 9

14. **TERMITE AND/OR WOOD INFESTATION:**

(A) **TERMITE SERVICE AGREEMENT:** Buyer does does not require a termite service agreement. If such agreement is required and Seller has an existing transferable agreement, the agreement will be transferred at Buyer's Seller's expense. If a new service agreement is required, the cost shall be at Buyer's Seller's expense and the service agreement will be ordered by the party paying for the same. Brokers and sales associates make no representations as to the terms or conditions of any termite service agreement.

(B) **WOOD INFESTATION REPORT:** Buyer does does not require a Wood Infestation Report. If required by Buyer, lender or pest control company, the cost of the Wood Infestation Report shall be at Buyer's expense and Buyer shall order the report. It is the responsibility of Buyer to determine, prior to closing of this Contract, whether the foregoing materially impairs the use of the Property for intended purposes. *at seller's expense*

SO
MS
MS
SO

Buyer's Initials Seller's Initials

15. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:** The seller of any interest in residential real property built before January 1, 1978 is required by federal law to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. The Property was was not built prior to January 1, 1978. Seller's Initials If any portion of the Property was built before January 1, 1978, a copy of the above-referenced disclosure is attached hereto as Addendum # _____.

16. **BUYER'S FINAL INSPECTION:** Buyer has the right and the responsibility to walk through and inspect the Property prior to closing and notify Seller immediately if the Property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under Paragraph 12(B) above have been satisfied, if 12(B) was selected; (b) the systems as described under the NOTE in 12(B) above are functioning; and (c) no new defects to the Property have occurred, other than ordinary wear and tear since acceptance under Paragraph 12 above. If the Property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any unsatisfactory conditions requested by Buyer pursuant to Paragraph 12(B) above, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Paragraph 3 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. After closing, all conditions of the Property are the responsibility of the Buyer.

17. **DISCLAIMER:** Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional services by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

Copyright © 2008 by the Birmingham Association of REALTORS®, Inc.

General Sales Contract - Page 6 of 9

mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree 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.

Buyer's Initials SB [Signature] Seller's Initials M A.B.

18. **SELLER WARRANTY:** Seller warrants that Seller has not received notification from any owners association or lawful authority regarding any assessments that remain unpaid, pending assessments, pending public improvements, or repairs, replacements, 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 this Contract. These warranties shall survive the closing.

19. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself that all applicable federal, state and local statutes, ordinances or regulations concerning fire/smoke/gas detectors 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.

20. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed. If the Property is destroyed or materially damaged between the Finalized Date and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this Contract and recovering the Earnest Money pursuant to Paragraph 3 above, provided that notice of cancellation is received prior to closing or accepting the Property in its damaged condition. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the Purchase Price or otherwise be payable to Buyer.

21. **SELECTION OF ATTORNEY:** Buyer and Seller hereby do do not agree to share the fees of a closing attorney, who will represent the mortgage lender, if the sale is financed. Buyer and Seller acknowledge and agree that such sharing of fees may involve a conflict of interest on the part of the attorney and the attorney will require that an affidavit be signed at closing acknowledging the conflict of interest and Buyer's and Seller's acceptance of the same. The parties further acknowledge that they have a right to be represented at all times by separate and independent counsel in connection with this Contract and the closing thereof by an attorney of their own choosing at their own expense. *Seller to pay for Attorney fees.*

22. **PERSONAL PROPERTY:** Any personal items remaining with the Property shall be at no additional cost to Buyer, shall not add to the value of the Property, shall be in "as is" condition unless otherwise agreed to herein, shall be unencumbered at the time of closing, and shall be only that personal

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

property which is currently on the premises and included on the itemized list attached hereto as Addendum # _____ (said list to be specific as to description and location of such items).

23. **OTHER OFFERS WHILE BUYER'S OFFER IS PENDING:** Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer.

24. **MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY:** All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. **EACH PARTY ACKNOWLEDGES THAT HE OR SHE IS KNOWINGLY WAIVING THE RIGHT TO A TRIAL BY JURY RELATING TO ALL CLAIMS.** All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials

Seller's Initials

25. **FACSIMILE OR COUNTERPART SIGNATURES:** This Contract may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party so executing it upon the receipt of the signature by any other party.

26. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) # _____ which shall be signed by all parties and shall be part of this Contract.

27. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid in advance may be non-refundable.

The Birmingham Association of Realtors®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

Copyright © 2008 by the Birmingham Association of REALTORS®, Inc.


General Sales Contract - Page 8 of 9

ADDENDUM #1

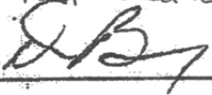
The terms and conditions of this Addendum are a part of the certain contract dated 03/04/2017 between the undersigned Buyer and Seller for the purchase of the property located at 2630 Slatham Road, Ashville Al 35953. All other terms and conditions of the contract shall remain the same. The terms and conditions of this Addendum shall govern if they conflict with other terms and conditions of the contract.

1. Seller shall have yard cleaned of all debris, including but not limited to chicken coop at least two days before closing.
2. Seller shall have bathroom in pool house fully operational as well as hookup to pump and septic completed in accordance with health and safety regulations.
3. Seller shall leave all pool equipment and supplies

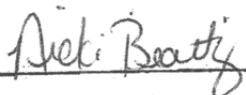
4. Time is of the essence this offer shall be considered null & void at purchasers option if not responded to in writing within 24 hours of delivery to sellers agent



Seller



Purchaser



Seller



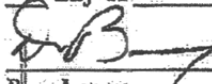
Purchaser

RESPA ADDENDUM

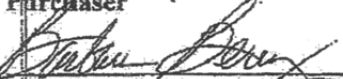
Consistent with the terms of this Sales Contract, Seller and Purchaser acknowledge that Purchaser has the right to shop for certain services as stated under 12 U.S.C. §§ 2601 *et seq.* ("RESPA"). These services include termite bond transfers, wood infestation reports, surveys, closing and title services. In an effort to avoid possible confusion, miscommunication or mismanagement over the procurement of these services, both Purchaser(s) and Seller(s) agree to the following terms:

1. Listing agent Selling Agent will be responsible for handling the ordering and procuring of any termite documentation and/or services as stated in Sales Contract as long as the cost for said service is deemed to be reasonable and consistent with other termite companies in the area.
2. Listing agent Selling Agent will be responsible for handling the ordering and procuring of any surveyor services as stated in Sales Contract as long as the cost for said service is deemed to be reasonable and consistent with other surveyor companies in the area.
3. Listing agent Selling Agent will be responsible for the procuring of closing services as stated in Sales Contract as long as the costs for said services are reasonable and consistent with other closing firms and/or companies in the area.
4. Listing agent Selling Agent will be responsible for the ordering and procuring of title services as stated in Sales Contract as long as the costs for said services are reasonable and consistent with other title companies in the area.
5. Purchaser invokes their right to shop for said services.

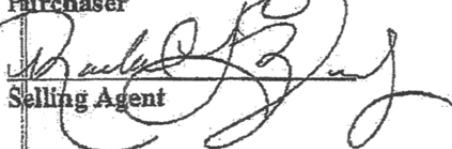
By signing below, Purchaser and Seller acknowledge they have read the contents of this Addendum and understand the terms as stated herein on this the _____ day of _____, 20____.



Purchaser



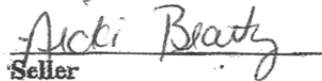
Purchaser



Selling Agent



Seller



Seller

Listing Agent

~~REALTOR REALTY GROUP, INC.~~

PERSONAL PROPERTY ADDENDUM

The terms and conditions of this Addendum form are a part of that certain General Sales Contract between the undersigned Purchaser(s) and Seller(s).

*PERSONAL PROPERTY: any personal items remaining with the Property shall be at no additional cost to Purchaser; shall not add to the value of the Property; shall be in "as is condition unless otherwise agreed to herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and included on the itemized list below:

ITEM	REMAIN WITH PROPERTY	NOT TO REMAIN WITH PROPERTY	EXCLUSIONS
ALL WINDOW TREATMENTS	✓		*Curtains go w/ seller
ALL WINDOW TREATMENT HARDWARE	✓		
ALL LIGHT FIXTURES	✓		
ALL CEILING FANS	✓		
STOVE/OVEN	✓		
DISHWASHER	✓		
REFRIGERATOR	✓		
GARAGE DOOR OPENERS	✓		
BATHROOM MIRRORS	n/a		
MICROWAVE	✓		
WASHER/DRYER	n/a		

JD AB
A.B. [Signature]

*Seller agrees to have all other property items removed from home and agrees to leave property in a clean and orderly condition.

Seller: JD

Witness: [Signature]

Seller: AB

Purchaser: [Signature]
Purchaser: [Signature]

Witness: _____

PROPERTY CONDITION ADDENDUM

Addendum to the Purchase Contract for the property located at:

2630 Slasham Road Ashville AL 35953

Chinese/Defective Drywall

During the time much of the United States was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane, and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring, and other household items as well as create noxious odors which may also pose health risks. Neither the seller, nor anyone associated with Bling Realty, LLC. have knowledge of the presence of Chinese/defective drywall affecting the subject property.

Mold Disclosure and Release

Purchaser is hereby advised that mold and/or other microscopic organisms may exist at the subject property. Such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children, and/or elderly persons. Purchaser acknowledges and agrees to accept full responsibility/risk from any matters that may result from microscopic organisms and/or mold and to hold harmless, release, and indemnify Seller, Bling Realty, LLC. and its managing agents from any liability/recourse/damages (financial or otherwise). Purchaser understands that condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Bling Realty, LLC. and its agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put purchasers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document, and Purchasers are advised to seek legal counsel prior to executing same.

Jim Beatty 3-2-17
Seller Date

Nicki Beatty _____
Seller Date

[Signature] 3-4-17
Purchaser Date

[Signature] 3/4/17
Purchaser Date

[Signature] 3-4-17
Broker/Agent Date

Exhibit “B”

This Instrument Prepared By:
The Robinson Law Firm, P.C.
Sixth Avenue-Court Street West
Post Office Box 370
Ashville, Alabama 35953

SEND TAX NOTICE TO:
Benjamin A. Beatty
Sharon Nicole Beatty
P.O. Box 471
Steele, AL 35987

WARRANTY DEED WITH JOINT RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
ST. CLAIR COUNTY

2003 8833
Recorded in the Above
DEED Book & Page
10-02-2003 03:37:23 PM
Hallie Wyatt Stevens, Judge
St. Clair County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Seventy Nine Thousand and no/100 (\$79,000.00)**, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, **Robert F. Dugger, a married man**, (herein referred to as grantor, whether one or more) grant, bargain, sell and convey unto **Benjamin A. Beatty, and wife, Sharon Nicole Beatty**, (herein referred to as grantee, whether one or more), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate situated in St. Clair County, Alabama, to-wit:

A part of the NW 1/4 of SW 1/4 of Section 2, Township 14 South, Range 4 East, St. Clair County, Alabama, more particularly described as follows: From the SE corner of said NW 1/4 of SW1/4, thence N1°33'11"E 477.16 feet along the 1/4-1/4 line to an iron set and the point of beginning; thence continue N1°33'11"E 605.20 feet to an iron found on the south right of way of County Road 28; thence along said right of way as follows: S82°20'44"W 1000.82 feet; S85°13'04"W 216.25 feet; N88°32'13"W 60.31 feet to an iron set on the east side of a 60 foot roadway easement; thence S2°20'12"W 444.63 feet along said easement to an iron set; thence S89°30'25"E 1269.47 feet to the point of beginning. According to the survey by Terry L. Gilliland, AL. L.S. No. 13408, dated Aug. 25th, 2003.

The above described property does not constitute the homestead of the Grantor herein.

SUBJECT TO FOLLOWING RESTRICTIONS:

- 1) The above described property is restricted in that there shall be no more than three (3) single-family site built homes thereon.
- 2) The above described property is restricted to site built homes only, with a minimum of 1800 SF heated/cooled space.

TO HAVE AND TO HOLD unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I do, for myself and for my heirs, executors and administrators, covenant with said grantees, their heirs and assigns, that I lawfully seized in fee simple of said premises; that I am free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of September, 2003.

Book/Pg: 2003/8833
 Grant: 2340.51334.76067
 Recorded: 10-02-2003 15:37:51
 CER Certification Fee
 DFE Deed Tax
 PJF Special Index Fee
 REC Recording Fee
 Total Fees: \$ 10.00

Robert F. Dugger
Robert F. Dugger

1.00
 0.50
 5.50
 3.00

STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Robert F. Dugger, a married man**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of September, 2003.

Kimberly D. Pardue
 Notary Public
 My Commission Expires: **NOVEMBER 13, 2007**

Exhibit “C”

2005 61300
Recorded in the Above
MORTGAGE Book & Page
10-19-2005 10:56:34 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

WHEN RECORDED, MAIL TO:
THE BANK
17 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203

This Instrument was prepared by:
THE BANK
17 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203

Loan Number: 39113276

Order Number: _____ (Space Above This Line For Recording Data) _____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **October 11, 2005**, together with all Riders to this document.

(B) "Borrower" is **BENJAMIN A BEATTY and SHARON NICOLE BEATTY, husband and wife**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **THE BANK**. Lender is **A CORPORATION**, organized and existing under the laws of **ALABAMA**. Lender's address is **17 NORTH 20TH STREET, BIRMINGHAM, ALABAMA 35203**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **October 11, 2005**. The Note states that Borrower owes Lender **ONE HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED and no/100 Dollars (U.S. \$186,500.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2035**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> Other (Specify) - | | |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 1 of 9

IDS, Inc. - (800) 554-1872

Form 3009 1/01

Borrower(s) Initials

BB *RY*

Exhibit “D”

2005 61310
Recorded in the Above
MORTGAGE Book & Page
10-19-2005 11:00:44 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

ASSIGNMENT OF MORTGAGE

State of Alabama)
Jefferson County)

KNOW ALL MEN BY THESE PRESENTS, that **The Bank** ("Assignor"), for value in hand paid **Trustmark National Bank** ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey and assign unto the said Assignee, its successors and assigns, its interest in that certain Mortgage executed by **Benjamin A Beatty and Sharon Nicole Beatty, husband and wife**, on the **11th** day of **October, 2005** and recorded in Book Number 2005, Page Number 61300, of the records of the Judge of Probate Office of **St. Clair County, Alabama**, together with the debt secured thereby and all its right, title and interest in and to the property described, without recourse against the said **The Bank**.

IN WITNESS WHEREOF, **The Bank** has caused this instrument to be executed in its name and behalf by **Barbara Bobinchuck, Mortgage Operations Manager**, its duly authorized agent, and attested by **Charlotte Courtney**, its duly authorized agent, the **11th** day of **October 2005**.

THE BANK

Barbara Bobinchuck

Barbara Bobinchuck
Mortgage Operations Manager

Book/Pg: 2005/61310
Term/Cashier: N RECORD3 / Any
Tran: 3347.84003.127313
Recorded: 10-19-2005 11:01:22
CER Certification Fee
PJF Special Index Fee
REC Recordings Fee
Total Fees: \$ 9.50

Charlotte Courtney

Charlotte Courtney

State of Alabama)
Jefferson County)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Barbara Bobinchuck, Mortgage Operations Manager**, as authorized agent for **The Bank**, a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such authorized agent and with authority, executed the same voluntarily for and as act of said Corporation. Given under my hand and official seal, this the **11th** day of **October 2005**.

Helen Todd Stephenson

Notary Public
My Commission Expires: 01-08-08



This instrument was prepared by:
Charlotte Courtney
an employee of The Bank
17 North 20th Street
Birmingham, AL 35203

Exhibit “E”

Recording Requested By:
TRUSTMARK NATIONAL BANK

When Recorded Return To:

KIM ARNOLD
TRUSTMARK NATIONAL BANK
201 COUNTRY PLACE PARKWAY
STE B
PEARL, MS 39208

2010 11057
Recorded in the Above
MORTGAGE Book & Page
04-19-2010 02:19:02 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama



CORPORATE ASSIGNMENT OF MORTGAGE

St. Clair (Southern), Alabama
SELLER'S SERVICING #:0001898003526 "BEATTY"
SELLER'S LENDER ID#: 3126067
POOL #: 256022

Date of Assignment: March 9th, 2010
Assignor: TRUSTMARK NATIONAL BANK at 201 COUNTRY PLACE PARKWAY, STE B, PEARL, MS 39208
Assignee: REGIONS BANK DBA REGIONS MORTGAGE at 215 FORREST STREET, HATTIESBURG, MS 39401

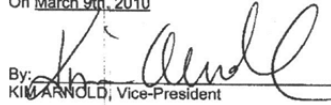
Executed By: Benjamin A Beatty and Sharon Nicole Beatty husband and wife To: THE BANK OF NORTH HARDIN
Date of Mortgage: 10/11/2005 Recorded: 10/19/2005 in Book/Reel/Liber: 2005 Page/Folio: 61300 In St. Clair (Southern), Alabama

Property Address: 2630 SLASHAM RD, ASHVILLE, AL 35953

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$186,500.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

TRUSTMARK NATIONAL BANK
On March 9th, 2010

By: 
KIM ARNOLD, Vice-President

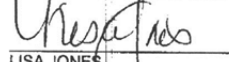
Book/Pg: 2010/11057
Term/Cashier: 5 RECORD6 / Dorish
Tran: 5643.156774.235317
Recorded: 04-19-2010 14:19:12
CER Certification Fee
PJF Special Index Fee
REC Recording Fee
Total Fees: \$ 13.50

3.0
2.0
1.0

STATE OF Mississippi
COUNTY OF Rankin

On March 9th, 2010, before me, LISA JONES, a Notary Public in and for Hinds County in the State of Mississippi, personally appeared KIM ARNOLD, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


LISA JONES
Notary Expires: 04/13/2012



Prepared By: Leah King, REGIONS BANK DBA REGIONS MORTGAGE P O BOX 18001, HATTIESBURG, MS, 39401, 900-986-2462

*L_K*_L_KUNPL*03/09/2010 01:47:48 PM* UNPL01UNPLA0000000000000492871* ALSAINZ* 0001898003526 ALSTATE_MORT_ASSIGN_ASSN*_L_K*_L_KUNPL*

Exhibit “F”

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #5
 Lien Unit Phone: (800) 913-6050
 Serial Number: 146746015
 For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

2015 117
 Recorded in the Above
 UCC Book & Page
 03-17-2015 11:42:22 AM
 Mike Bowling - Judge of Probate
 St. Clair County, Alabama

Name of Taxpayer: BEN BEATTY CUSTOM HOMES L L C
 BEN BEATTY MBR

Residence: 2630 SLASHAM RD
 ASHVILLE, AL 35953-4629

Book/Pg: 2015/117
 Term/Cashier: N RECORD9 / KINT
 Tran: 8371.223695.324474
 Recorded: 03-17-2015 11:42:31
 P/F Special Index Fee 11.00
 REC Recording Fee 20.00
 Total Fees: \$ 31.00

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	03/31/2014	20-8554685	02/09/2015	03/11/2025	219.89
941	09/30/2014	20-8554685	02/09/2015	03/11/2025	240.82

Place of Filing: Judge of Probate
 ST. CLAIR (ASHVILLE) County
 Ashville, AL 35953
 Total \$ 460.71

This notice was prepared and signed at NASHVILLE, TN, on this, the 05th day of March, 2015.

Signature: *Cheryl Cordant*
 for RITA D TAYLOR
 Title: REVENUE OFFICER
 (205) 912-5161
 25-02-3425

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 -2 C.B. 409)

Exhibit “G”

ALABAMA DEPARTMENT OF LABOR
MONTGOMERY, AL 36131

CERTIFICATE OF LIEN FOR UNEMPLOYMENT COMPENSATION CONTRIBUTIONS
AND EMPLOYMENT SECURITY ASSESSMENT

Fitzgerald Washington, Secretary of the Department of Labor
for the State of Alabama
For the use of the Unemployment Compensation Trust Fund
And the Employment Security Administration Enhancement Fund.

VS.

Ben Beatty Custom Homes LLC
2630 Slasham Road
Ashville, AL 35953

Account No. 0030078187 115

Pursuant to the provisions of Chapter 4, Title 25, Section 134, Code of Alabama 1975, the State Department of Labor hereby certifies that the above-named employer, Ben Beatty Custom Homes LLC, is due the Alabama Department of Labor for the use of the Alabama Unemployment Compensation Trust Fund and Employment Security Administration Enhancement Fund for the period(s) 2016 - 1st and 2nd qtrs., in the amount of sixty-six & 72/100 dollars (\$66.72) as unemployment contributions; six & 78/100 dollars (\$6.78) as employment security assessment; plus four & 99/100 dollars (\$4.99) interest, and penalty in the amount of fifty-seven & 36/100 dollars (\$57.36). Total one hundred thirty-five & 85/100 dollars (\$135.85) for the payment of all of which amounts the said Department of Labor hereby claims a lien upon all property and right to property, real or personal, belonging to said employer.

IN WITNESS WHEREOF the State Department of Labor, acting by and through
Fitzgerald Washington, Secretary of the Department of Labor, hereunto set its name under its official seal,
this the 13th day of January, 2017.

ALABAMA DEPARTMENT OF LABOR

BY: *Fitzgerald Washington*
Fitzgerald Washington, Secretary of the
Department of Labor
for the State of Alabama for the use of
the Unemployment Compensation Trust
Fund and the Employment Security
Administration Enhancement Fund

Approved by
Joseph Ammons
Attorney for said

Thomas E. Kennedy **TEK**
Department of Labor
649 Monroe Street
Montgomery, Alabama 36131
The Person Who Prepared This Lien

2017 129
Recorded in the Above
JUDGMENT Book & Page
01-23-2017 01:24:16 PM
Kline Bowling - Judge of Probate
St. Clair County, Alabama
Book/Pg# 2017/129
TERR/CAMLETT: M RECORDS / MKF
T: 9533.25061.84138
Recorded: 01-23-2017 13:24:30
WFE NO FEES COLLECTED
Total Fees: \$ 0.00

0.00