

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

IN RE: *
* CASE NUMBER
JERRY H. DAVIS, * 16-04461
*
Debtor. *

**PETITION TO SELL REAL PROPERTY FREE AND
CLEAR OF LIENS AND DISTRIBUTE THE PROCEEDS**

Debtor, Jerry H. Davis, petitions the Court for authorization (1) to sell certain real property known as Lots Number 8 and 13 located in Santa Rosa County, Florida, owned by Debtor, to John T. Brower, Jr. and Brittany L. Brower, or their designee, free and clear of liens, for an amount equal to \$50,000.00, and (2) to pay the net proceeds of the sale, after payment of closing costs, and Chapter 11 statutory fees, to United Bank, which holds the mortgage on said real property, and in support states the following:

1. On December 23, 2016, Debtor filed a Petition for Relief under Chapter 11 of the U.S. Bankruptcy Code (hereinafter sometimes referred to as the "Filing Date"). The Debtor is serving as Debtor-in-Possession.

2. Debtor continues to manage his property pursuant to Sections 1107 and 1108.

3. An Official Committee of Unsecured Creditors has not been appointed pursuant to Section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.


4. At the time of the filing of Debtor's Chapter 11 proceeding, Debtor owned real property known as Lots Number 8 and 13 located on Highway 182, Pond Creek Estates, Santa Rosa County, Florida, subject to a mortgage in favor of United Bank which mortgage secures a debt with an unpaid balance of approximately \$3,800,000.00.

5. Debtor has received an offer to purchase said property from John T. Brower, Jr. and Brittany L. Brower for \$50,000.00 cash, said sale to be free and clear of liens. Debtor has agreed to accept said offer, subject to this Court's approval. A copy of the Purchase Agreement is attached hereto. Debtor is of the opinion that the proposed purchase price is fair and reasonable for that the property has been on the market for several months and the Buyer would close on the sale previously approved by this Court.

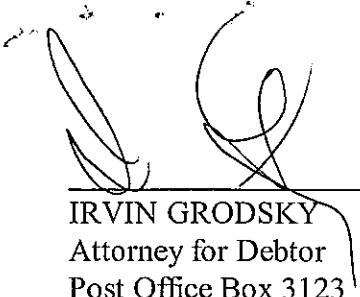
6. From the gross sales proceeds, Debtor proposes to pay (1) all closing costs and fees required to be paid by Seller under the terms of the Purchase Agreement, (2) all ad valorem taxes required to be paid by Seller under the Purchase Agreement, (3) the amount of \$650.00 to Irvin Grodsky's P.C.'s IOLTA account to be used to pay the Chapter 11 Quarterly Fees for the calendar quarter during which the sale is closed, and (4) the balance to United Bank, to be applied against the debt secured by the mortgage against said property. PHD Realty, LLC may request United Bank to pay PHD Realty, LLC a commission for said sale.

7. Debtor is of the opinion that the sale of said property under these circumstances and the use of the proceeds as described is in the best interest of all creditors.

WHEREFORE, Debtor prays for an Order authorizing him to sell the above described property located to John T. Brower, Jr. and Brittany L. Brower, or their designee, free and clear of liens, in accordance with the terms of the Purchase Agreement attached hereto, and for authorization to use the proceeds of the sale in accordance with paragraph 6 of this Motion, and Debtors pray for such other and different relief as may seem meet and proper, circumstances considered.



JERRY H. DAVIS
Debtor



IRVIN GRODSKY
Attorney for Debtor
Post Office Box 3123
Mobile, Alabama 36652
(251) 433-3657

CERTIFICATE OF SERVICE

On this the 6th day of April, 2017, I hereby certify that the above and foregoing document has been served via court electronic mailing or via United States Mail, properly addressed and first-class postage prepaid, whichever is appropriate, on the following:

U. S. Bankruptcy Administrator
113 St. Joseph Street
Box 116
Mobile, Alabama 36602



IRVIN GRODSKY

COPY



Vacant Land Contract

1* 1. **Sale and Purchase:** _____ Jerry H Davis ("Seller")
 2* and _____ John T. and Brittany L Brower, Jr ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: _____ Less and accept out of parcel #07-3N29-0000-00301-0000
 6* Legal Description: Lot # 8 and Lots 13
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: _____
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____

14* 2. **Purchase Price:** (U.S. currency) \$ 50,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: _____ Partnership Title Co.
 17* Escrow Agent's Contact Person: _____ Carol Eubanks
 18* Escrow Agent's Address: _____ 1015 N. 12th Avenue Pensacola, Fl. 32501
 19* Escrow Agent's Phone: _____ 850-912-8720
 20* Escrow Agent's Email: _____ Ceubanks@ptctitle.net

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date \$ 500.00
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
 28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$ _____
 29* (d) Other: _____ \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ 49,500.00
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before March 8, 2017, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter offer.**

43* 4. **Closing Date:** This transaction will close on May 5, 2017 ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

Buyer AJB/BLB and Seller JHD () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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- 51 5. **Financing: (Check as applicable)**
- 52* (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59* returned.
- 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61* or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
- 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
- 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65* disclose all such information to **Seller** and **Broker**.
- 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68* follows: _____
- 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77* **Seller** will make the loan.
- 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79* _____
- 80* LN# _____ in the approximate amount of \$ _____ currently payable at
- 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82* fixed other (describe) _____
- 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89* 6. **Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91* 7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92* deed special warranty deed other (specify) _____, free of liens, easements,
- 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95* other matters to which title will be subject) _____
- 96* provided there exists at closing no violation of the foregoing.
- 97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99* **Seller** will deliver to **Buyer**, at
- 100* (**Check one**) **Seller's** **Buyer's** expense and
- 101* (**Check one**) within _____ days after Effective Date at least _____ days before Closing Date,
- 102* (**Check one**)
- 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107* **Buyer** within 15 days after Effective Date.

Buyer A. BOB L. B. and Seller (Signature) () acknowledge receipt of a copy of this page, which is 2 of 7 pages.
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108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
114 then (1) above will be the title evidence.

115* (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118* Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134* (1) **Feasibility Study:** Buyer will, at Buyer's expense and within 15 days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161* (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
166 contingent on **Buyer** conducting any further investigations.

167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
169 expired or if Paragraph 8(a)(2) is selected.

170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
172 to improving the Property and rebuilding in the event of casualty.

173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
179 Department of Environmental Protection, including whether there are significant erosion conditions associated
180 with the shore line of the Property being purchased.

181* **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
187 costs indicated below.

188 (a) **Seller Costs:**

189 Taxes on deed

190 Recording fees for documents needed to cure title

191 Title evidence (if applicable under Paragraph 7)

192* Other: _____

193 (b) **Buyer Costs:**

194 Taxes and recording fees on notes and mortgages

195 Recording fees on the deed and financing statements

196 Loan expenses

197 Title evidence (if applicable under Paragraph 7)

198 Lender's title policy at the simultaneous issue rate

199 Inspections

200 Survey

201 Insurance

202* Other: _____

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
211* paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer A. BOB L. B. and Seller [Signature] () acknowledge receipt of a copy of this page, which is 4 of 7 pages.
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Formsimplicity
Desc Exhibit

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
271 be liable for the full amount of the brokerage fee.

Buyer A. B. B. B. and Seller (Signature) () acknowledge receipt of a copy of this page, which is 5 of 7 pages.
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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
283 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

287 **17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
291 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
293 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
294 government agencies for verification of the Property condition and facts that materially affect Property
295 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
297 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
299 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
302 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

318* (a) _____ PHD Realty LLC _____ (Seller's Broker)
319* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
320* (specify): _____

321* (b) _____ PHD Realty LLC _____ (Buyer's Broker)
322* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
323* compensation other (specify): _____

Buyer J. TRABELLA and Seller [Signature] () acknowledge receipt of a copy of this page, which is 6 of 7 pages.
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.Serial#: 069439-800148-8753138

Electronically Signed using eSignOnline™ Session ID: 17bb42c8-1bdf-4607-92e7-b446e718d100
Case 16-04461 Doc 99-1 Filed 04/06/17 Entered 04/06/17 10:19:52

formsimplicity

Desc Exhibit

324* 20. Additional Terms: Court Approval required.
325 _____
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
342 **signing.**

343* **Buyer:** John J Brower, Jr Date: 3/6/2017
344* Print name: _____ John T. Brower, Jr _____

345* **Buyer:** Brittany L Browner Date: 3/6/2017
346* Print name: _____ Brittany L Brower _____

347 **Buyer's address for purpose of notice:**
348* Address: _____ 5433 Pescara Dr. Pace, Fl. 32571 _____
349* Phone: _____ Fax: _____ Email: _____

350* **Seller:** Jerry H Davis Date: 3-6-17
351* Print name: JERRY H. DAVIS P.O. Box 770 Jay, Fl. 32565 _____

352* **Seller:** _____ Date: _____
353* Print name: _____

354 **Seller's address for purpose of notice:**
355* Address: _____
356* Phone: _____ Fax: _____ Email: _____

357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

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Serial#: 069439-800148-8753138

Vacant Land Disclosure Statement

The Voice for Real Estate in Florida

NAME: JERRY DAVIS

DATE SELLER PURCHASED PROPERTY:

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: Lot 13 Hwy 182 Pond Creek

LEGAL DESCRIPTION: Less And Accept - 07-3N-29-0000-00301-0000

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO [X] YES [] If yes, explain:

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO [X] YES [] If yes, explain:

c. Are you aware of any eminent domain proceedings involving the property? NO [X] YES [] If yes, explain:

2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO [] YES [X]

b. of any resale restrictions? NO [] YES []

c. of any restrictions on leasing the property? NO [] YES []

d. of any right of first refusal to purchase the property? NO [] YES []

e. if any answer to questions 2a-2d is yes, please explain:

Homes must be 2150sqft, NO mobile homes, NO livestock for properties under 5 acres, NO junk cars

3. SURVEY

a. Has the land been surveyed? NO [] YES [] If yes, which person or company performed the survey:

b. Has this land been platted? NO [] YES [X] If yes, has a certificate of survey been completed? NO [] YES []

c. Are you aware of any encroachments or boundary line disputes? NO [] YES []

d. Are you aware of any easements other than utility/drainage easements? NO [] YES []

e. Are you aware if the property is in an earthquake zone? NO [] YES []

f. Are you aware if the property contains wetlands area? NO [] YES []

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO [X] YES [] If yes, explain:

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Serial#: 061307-000136-8214008

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO YES If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO YES If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO YES

e. of any electromagnetic fields located on the property? NO YES

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES
If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO YES

b. if the property has been flooded? NO YES

c. if there has been drainage problems affecting the property or adjacent properties? NO YES
If any answer to questions 5a-5c is yes, please explain: _____

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO YES

b. Are you aware of any fill or uncompacted soils? NO YES

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES

d. Are you aware of any dead or diseased trees on the property? NO YES
If any answer to questions 6a-6d is yes, please explain: _____

7. UTILITIES

a. What type of irrigation does the property have? None

b. Have percolation tests been performed? NO YES If yes, when and by which person or company: _____

c. Does the property have connection to the following: public water? NO YES public sewer? NO YES
private water system off the property? NO YES water well? NO YES septic tank? NO YES
electric utility? NO YES natural gas service? NO YES

d. Does the boundary of the property have connection to the following: public water system access? NO YES
private water system access? NO YES electric service access? NO YES natural gas access? NO YES
telephone system access? NO YES

e. Have any utility charges been paid? NO YES If yes, which charges were paid?: _____

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES
If yes, explain: _____

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ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: [Signature] / Joseph H. Davis (signature) (print) Date: 2-12-2015
Seller: _____ / _____ (signature) (print) Date: _____

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: John T. Brewer Jr. / _____ (signature) (print) Date: Mar 6, 2017
Buyer: Brittany L. Brewer / _____ (signature) (print) Date: Mar 6, 2017

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Vacant Land Disclosure Statement

NAME: JERRY DAVIS

DATE SELLER PURCHASED PROPERTY:

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: Hwy 182 Lot # 8

LEGAL DESCRIPTION: Less of receipt 07-31-29-0000-00301-0000

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

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b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO [X] YES [] If yes, explain:

c. Are you aware of any eminent domain proceedings involving the property? NO [X] YES [] If yes, explain:

II. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO [] YES [X]

b. of any resale restrictions? NO [] YES []

c. of any restrictions on leasing the property? NO [] YES []

d. of any right of first refusal to purchase the property? NO [] YES []

e. If any answer to questions 2a-2d is yes, please explain:

* HOMES MUST BE 2 1/2 STORIES, NO MOBILE HOMES
* NO LIME STALK FOR PROPERTIES UNDER 5 ACRES * NO JACK CARS

III. SURVEY

a. Has the land been surveyed? NO [] YES [] If yes, which person or company performed the survey:

b. Has this land been platted? NO [] YES [X] If yes, has a certificate of survey been completed? NO [] YES []

c. Are you aware of any encroachments or boundary line disputes? NO [] YES []

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e. Are you aware if the property is in an earthquake zone? NO [] YES []

f. Are you aware if the property contains wetlands area? NO [] YES []

IV. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO [] YES [X] If yes, explain:

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Serial# 001207-000136-3214006

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO YES If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO YES If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO YES

e. of any electromagnetic fields located on the property? NO YES

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES
If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

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b. if the property has been flooded? NO YES

c. if there has been drainage problems affecting the property or adjacent properties? NO YES
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d. Are you aware of any dead or diseased trees on the property? NO YES
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7. UTILITIES

a. What type of irrigation does the property have? None

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private water system on the property? NO YES water well? NO YES septic tank? NO YES
electric utility? NO YES natural gas service? NO YES

d. Does the boundary of the property have connection to the following: public water system access? NO YES
private water system access? NO YES electric service access? NO YES natural gas access? NO YES
telephone system access? NO YES

e. Have any utility charges been paid? NO YES If yes, which charges were paid?: _____

8. OTHER MATTERS:

is there anything else that materially affects the value of the property? NO YES
if yes, explain: _____

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Form# 081307-000136-321400i

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: John T. Davis / Joseph H. Davis
(signature) (print)
Seller: _____ / _____
(signature) (print)

Date: 2.12.2015
Date: _____

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

John T. Brower Jr
John T. Brower Jr (Mar 6, 2017) (signature) _____ (print)
Brittany L. Brower
Brittany L. Brower (Mar 6, 2017) (signature) _____ (print)

Date: Mar 6, 2017
Date: Mar 6, 2017

Buyer JTB BLB and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

POND CREEK ESTATES

[HIGHWAY 182 - JAY, FL.]

TLB
BLB

LOT 20
7.8+
ACRES

LOT 21
7.9+
ACRES

LOT 22
6.9+
ACRES

POND CREEK EAST

POND CREEK WEST

LOT 13
7.2+
ACRES

LOT 1
9.2+
ACRES

ARDFIELD ROAD

LOT 19	1.42	ACRES	12.900
LOT 18	1.42	ACRES	12.900
LOT 17	1.42	ACRES	12.900
LOT 16	1.42	ACRES	12.900
LOT 15	1.42	ACRES	12.900
LOT 14	1.73	ACRES	
LOT 12	1.50	ACRES	12.900
LOT 11	1.50	ACRES	12.900
LOT 10	1.50	ACRES	12.900
LOT 9	1.50	ACRES	12.900
LOT 8	1.50	ACRES	12.900
LOT 7	1.50	ACRES	
LOT 6	1.50	ACRES	
LOT 5	1.50	ACRES	
LOT 4	1.50	ACRES	
LOT 3	1.50	ACRES	
LOT 2	1.45	ACRES	

COUNTY ROAD NO. 182.