



Unique Southern Properties

215 E. 6th Street
Luverne, AL 36049
Office#: (334)-535-0242
www.uspunitiedcountry.com

LISTING AGREEMENT

Property Title: Live Oak Rd Listing Price: \$ 42,000 Per Acre: \$ _____

Seller's Name: Gavin Investments, LLC

Phone Number: _____

Acres: 6 +/-

Property Type:

Land ___ Farm / Acreage ___ Commercial ___ Mini-Farm ___ Land & Home

Features: (check all that apply)

___ Branch ___ Creek ___ Electric ___ Farm ___ Fields Hardwoods ___ River
___ Home site Hunting ___ Lake ___ Pastureland Pines ___ Pond ___ Roads
___ Sewer ___ Stream ___ Water ___ Timberland ___ Trails Wildlife Road frontage

Property Description:

Utilities Available: (circle all that apply)

ELECTRIC WATER PHONE GAS CABLE A/C INTERNET

Street: Live Oak Road City: Luverne

State: AL ZIP: 36049 County: Crenshaw

Directions: _____

Commission %: 10

List: 5 %

Sell: 5 %

Photos: Y / N

Aerial Map: Y / N

Topo Map: Y / N

Plat Map: Y / N

Showing Instructions: _____

Listing Agent: _____

PROPERTY LISTING AGREEMENT
Exclusive-Right-To-Sell

Live Oak Road, Luverne, AL, Alabama December 8, 2023

I, or we, Gavin Investments

Owner / Seller (hereinafter referred to as Seller) of the below described Property, do hereby grant to Russ Wilkerson -

Unique Southern Properties Broker, the sole and exclusive right to sell, trade,

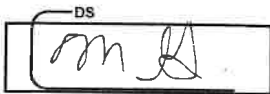
convey, or exchange the Property upon the terms and conditions set forth below.

In consideration of your agreement to list my real property in your office in your customary manner and to use your efforts to procure a buyer, I hereby grant you the exclusive, irrevocable right and privilege to sell my real property known as:

Street Address or location: 0 LiveOak Road, Lot

City Luverne, County Crenshaw, State Alabama

Legal Description:

^{DS}


Initials of Seller(s)

Seller's Warranty of Authority, Accuracy and Completeness of Information

Seller(s) specifically represents and warrants that Seller(s) has complete authority to sell property and convey title. Seller(s) has personally reviewed this Agreement and acknowledges that all of the information in this Agreement relating to the description and physical condition of the Property were provided by Seller(s) and are accurate and complete to the best of Seller(s) knowledge. SELLER(S) AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND ANY AND ALL COOPERATING BROKERS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COSTS OR EXPENSES RELATING TO OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE PROPERTY INFORMATION CONTAINED HEREIN OR OF ANY OTHER INFORMATION PROVIDED BY SELLER(S).

Period of Agreement

This Agreement shall be effective for a period of time of *one year* from the date of this agreement, unless this agreement is extended in writing.

Terms / Conditions on Which Property is to be Offered for Sale

Seller(s) and Broker agree that the Property shall be offered for sale on the following terms and conditions, or such terms and conditions that Seller(s) and Broker may subsequently agree to.

Price: \$ _____ Payment: Cash _____ Other _____

The property may be sold on the following terms (check terms applicable) ___ VA, ___ FHA, ___ Conventional, ___ Equity, ___ Cash, ___ FmHA, or Owner Finance with terms of _____

All improvements and appurtenances are to be included in the sale of this property, including if now in or on the property, the following: lighting fixtures and their shades, ceiling fans, drapery hardware, curtain hardware, window shades and blinds, windows and door screens, stationary laundry tubs, water heater, heating and air conditioning equipment, smoke detectors, water pump and pressure tank, awnings, all plantings and all kitchen appliances including garbage disposal, gates and all fencing on said property.

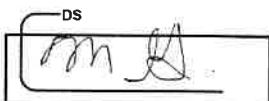
Further, all timber currently growing on property along with all of Seller's rights to said property will be conveyed completely to the Buyer(s) of this property at the closing of the sale of said property.

Additional items to remain on property: _____

These items are **excluded** from sale: _____

I declare that I am the record owner of title to said property and it appurtenances, except for mortgages or liens identified herein or on any attachment. I agree to convey a merchantable title by warranty deed; to prorate taxes, leases and / or association fees through the date of conveyance of title; to pay off and / or satisfy and resolve all public improvements, assessments, or any other encumbrances against the property unless otherwise agreed upon in writing.

I agree that Broker shall not be responsible in any manner for loss or damage of personal or real property due to vandalism, theft, freezing water pipes, or any other damages or loss whatever including but not limited to personal injuries sustained on the property, attorney fees and court costs. I further acknowledge that Broker has advised me to obtain "vacancy coverage" from my insurer in the event the property is to vacant.

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Initials of Seller(s)

Commission to Broker

In this Agreement, Seller(s) agrees to pay Broker, as Agent of Seller(s), a commission as indicated below:

- a) For finding a Purchaser, ready, willing and able to purchase upon the terms herein mentioned or at any price or terms acceptable to Seller(s), Seller(s) agrees to pay Broker a brokerage fee ("Commission") of 10%, whether Purchaser be secured by Broker or Seller(s) or by another person, or if the property is afterward sold within 90 days from the termination of this agreement or extension thereof, to any person to whom the property has been shown by anyone including the Seller(s) during the listing period. However, no Commission shall be due to Broker if after this listing is expired the Property is re-listed with another licensed real estate broker and sold through his exclusive right of sale.
- b) Seller(s) agrees that the listing agency may engage any and all cooperating Brokers to assist in marketing the property and share its commission with such Brokers. Seller(s) also agrees that the listing agency may (but shall not be required to under this Agreement) share its commission with any and all cooperating Brokers. In either event, Seller(s) will pay the full commission as directed by the listing agency.

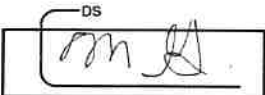
Disclosure

Seller(s) hereby specifically authorizes Broker and any and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects latent or otherwise known to them. The Seller(s) acknowledges the agent does not have the responsibility to discover latent defects in the Property or to advise on such matters outside the scope of his / her license.

Known Defects (physical or title) _____

Marketing the Property

Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller(s) gives Broker the exclusive right to place a "For Sale" or other appropriate sign(s) on the Property, and to advertise as Broker deems best. Seller(s) also agrees to (1) refer all inquiries regarding the Property to Broker promptly; (2) furnish Broker with keys to the Property; (3) allow the use of Seller's name and Property information when necessary or desirable in marketing the Property; (4) make the Property available for showing during reasonable hours to prospective purchasers.

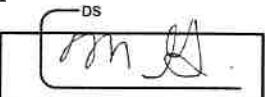
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Initials of Seller(s)

I do give permission for a Unique Southern Properties keyed lock to be placed on one or more of the gates on my property.

Earnest Money

Seller(s) authorizes Broker to accept and hold all earnest money. If such deposit is forfeited by the prospective purchaser, written agreement must be signed by both Buyer and Seller, and any costs incurred by the Broker in disbursing the earnest money shall be paid from the earnest money deposit. The Seller(s) shall retain as liquidated damages one half of the remainder of the earnest money. The remaining one half of net deposit, not to exceed the total amount of the commission, shall be paid to Broker as compensation. In the event both Purchaser and Seller(s) claim the earnest money, the Broker holding the earnest money may interplead the disputed portion of the earnest money in court.

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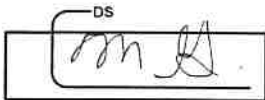
Initials of Seller(s)

Final Disclosure

I hereby certify that all information provided herein and on any attachment has been read by me and is complete, true and accurate to the best of my knowledge and belief. I agree to hold Broker harmless from any damages or expenses arising from inaccurate or incomplete information provided by me.

There are no other agreements or conditions except as set forth herein and any attachments. No oral statements, representations, promises or inducements shall have any validity or effect nor shall be a part of this agreement. Any amendments, changes, additions, or deletions must be in writing signed by the parties.

This agreement, including any attachment, is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller(s) should seek professional legal advice. This agreement may not be modified or amended except in writing, which must be signed by both the Seller(s) and Qualifying Broker of the listing agency. The Qualifying Broker has the right to rescind this agreement by written notice at any time during this agreement.



Initials of Seller(s)

There are ___ or XX are not previously unstated additional provisions to this contract stated as such:

Russ Wilkerson

Listing Agent

Kyle Richburg

Broker

DocuSigned by:



12/8/2023

06D22E93CF01416...

Seller

Seller

STATE OF ALABAMA

Crenshaw

County of _____

SINGLE AGENCY SELLER LISTING AGREEMENT ADDENDUM

1. Seller(s) hereby appoints **Unique Southern Properties** to act as its sole and exclusive agent.
2. Seller(s) authorizes **Unique Southern Properties** to offer Buyer Agency to be used in marketing Seller's property. If compensation is offered to a Buyer Agency Broker, the compensation shall be 50% of the brokerage fee negotiated on the listing agreement, unless both agencies involved agree to a different brokerage fee division.

3. Seller(s) agrees to allow **Unique Southern Properties** to act as a Transaction Broker when working with a customer wishing to view and / or make an offer on Seller's property.
4. Seller(s) has been informed that **Unique Southern Properties** DOES NOT and WILL NOT offer Sub-agency to cooperating brokers.
5. In the event that a prospective buyer for whom **Unique Southern Properties** is acting as a Buyer Broker wishes to see and then make an offer on your property, Seller(s) authorizes **Unique Southern Properties** to act as a Limited Consensual Dual Agent in the sale of the property.
 - a. **Unique Southern Properties** position as a Limited Consensual Dual Agent shall be neutral with respect to both Buyer and Seller, its role limited to facilitating communication between them.
 - b. Should Buyer and Seller authorize **Unique Southern Properties** to act as a Limited Consensual Dual Agent, Seller(s) agrees that a Limited Consensual Dual Agency Agreement shall be executed by Purchaser and Seller(s) and made an integral part of the Purchase Agreement.
6. Seller(s) hereby authorizes **Unique Southern Properties** to supply data on comparable properties from the MLS database or from other available sources, to assist appraisers, lenders, or other brokers and potential purchasers in valuing the property.
7. Seller(s) acknowledges that this Seller Agency Agreement has been explained and that this Agreement shall become an integral part of the Exclusive Right to Sell Property Listing Agreement that the Seller(s) is entering into with **Unique Southern Properties** simultaneously with the signing of this Agreement.

Melanie Wilkinson
 Witness

DocuSigned by:
Mark Gwin
 Seller

12/8/2023
 Date

 Witness

 Seller

 Date

STATE OF ALABAMA

County of Crenshaw

LIMITED CONSENSUAL DUAL AGENCY AGREEMENT

The following Limited Consensual Dual Agency Agreement is entered into between

Seller(s): Gavin Investments, LLC

and Buyer(s): _____ with regard to property located at 0 Live Oak Road, _____ Luverne, AL 36049 (the "property").

Seller and Buyer hereby acknowledge and agree that the Broker for **Unique Southern Properties** is representing both Buyer and Seller and that Broker has been and is now the Agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have consented to this dual representation.

Seller, Buyer, and Broker understand that Limited Consensual Dual Agency can create conflicts of interest. Therefore, Broker will not represent the interests of one party to the exclusion or detriment of the interest of the other party. Seller and Buyer hereby acknowledge that Broker's relationship with them is not one of a fiduciary, and they waive all claims which may arise in the future in connection with conflict of interest and / or limited consensual dual agency. The parties understand that because Broker represents both parties, Broker must endeavor to be impartial between Seller and Buyer. Except as expressly provided below, Broker in its capacity as Limited Consensual Dual Agency, will disclose to both Seller and Buyer all facts and information which Broker believes are material or which might affect Seller's or Buyer's decisions with respect to this transaction, unless the facts or information would be confidential. Confidential information may only be revealed to the other party if the Broker has permission in writing.

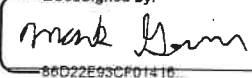
The parties agree that Broker (a) has not, and will not, with the express of Seller, disclose to Buyer that Seller is willing to sell the property for less than the listing price or any lower price offered in writing by the Seller; and (b) has not, and will not, with the express written permission of the Buyer, disclose to Seller that Buyer is willing to pay more than any price offered in writing by the Buyer.

Both parties understand and agree that Broker shall have the right to collect a commission or fee from Seller or Buyer, or both provided that such commissions or fees are disclosed to the parties.

Both parties are advised to seek legal, competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction. This is a **Unique Southern Properties** form.

This Limited Consensual Dual Agency Agreement does not substitute for any document previously signed by Seller or Buyer (for example, the "Single Agency Buyer Representation Agreement" signed by Buyer, and the exclusive right-to-sell "Property Listing Agreement" signed by Seller). However, where the Limited Consensual Dual Agency Agreement contradicts or conflicts with the above-named other documents, the language of this Limited Consensual Dual Agency Agreement shall control.

I have read and understand the above Agreement.

 12/8/2023
Seller Date Buyer Date

Seller Date Buyer Date

THIS IS FOR INFORMATION PURPOSES.

THIS IS NOT A CONTRACT

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

- Alabama law requires, you the customer, to be informed about the types of services which real estate licensees may perform. The purpose of this document is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the Seller or the Buyer. A single agent must be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the Buyer and the Seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the client's conflict with one another.

A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

- Alabama law imposes the following obligations on all real estate licensees to all parties no matter their relationship:
 - To provide services honestly and in good faith.
 - To exercise reasonable care and skill.
 - To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing.
 - Present all written offers promptly to the Seller.
 - Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

- Provide information about properties.
- Show properties.
- Assist in making a written offer.
- Provide information on financing.

You should choose which type of service you want from a licensee and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date and provide you a copy of this form. Your signature is not required by law or rule but would be appreciated.

Name of licensee Russ Wilkerson

Signature Russ Wilkerson

Date 7/28/23

Consumer name Mark Gavin

Signature Mark Gavin

DocuSigned by

Mark Gavin

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(ACKNOWLEDGES FOR RECEIPT PURPOSES ONLY)

Date 7/28/2023