



Unique Southern Properties

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

LISTING AGREEMENT

Property Title: Listing Price: \$ 37,100 Per Acre: \$

Seller's Name: Gavin Investments, LLC

Phone Number:

Acres: 5 +/-

Property Type:

[X] Land \_\_\_ Farm / Acreage \_\_\_ Commercial \_\_\_ Mini-Farm \_\_\_ Land & Home

Features: (check all that apply)

Branch \_\_\_ Creek \_\_\_ Electric \_\_\_ Farm \_\_\_ Fields [X] Hardwoods \_\_\_ River
Home site \_\_\_ [X] Hunting \_\_\_ Lake \_\_\_ Pastureland [X] Pines \_\_\_ Pond \_\_\_ Roads
Sewer \_\_\_ Stream \_\_\_ Water \_\_\_ Timberland \_\_\_ Trails [X] Wildlife [X] Road frontage

Property Description:

[Blank lines for 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: [Blank lines]

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

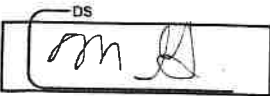
Owner / Seller (hereinafter referred to as Seller) of the below described Property, do hereby grant to Russ Wilkerson - Unique Southern Properties

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:  
Parcel # 07-08-340-000-001-0000



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.

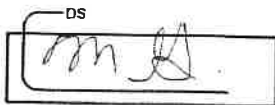
Further, all timber currently growing on property along with all of Seller's rights to said property will be conveyed completely to the Buyer(s) of this property at the closing of the sale of said property.

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.

DS  


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.

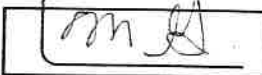
**Disclosure**

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.

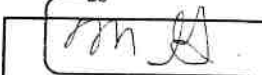
<sup>DS</sup>  


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.

<sup>DS</sup>  


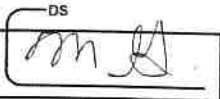
Initials of Seller(s)

**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.

<sup>DS</sup>  


Initials of Seller(s)

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

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\_\_\_\_\_

Russ Wilkerson

Listing Agent

Kyle Richburg

Broker

DocuSigned by:  
  
06B22E99CF01416  
12/8/2023  
Seller

Seller

STATE OF ALABAMA  
County of Crenshaw

**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 Ginn  
86022E93CF01418  
Seller

12/8/2023  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date