

1/18



Unique Southern Properties

112 S. LeGrand Avenue
Luverne, AL 36049
Office#: (334)-535-0242
www.uspunitedcountry.com

LISTING AGREEMENT

Property Title: 5496 PETREY HWY Listing Price: \$ 75,000.00 Per Acre: \$

Seller's Name: LAWRENCE PENN

Phone Number: 334-799-3679

Acre: 3.7 +/-

Property Type: Land Farm / Acreage Commercial Mini-Farm Land & Home

Features: (check all that apply) Branch Home site Sewer Stream Electric Lake Water Farm Pastureland Timberland Fields Pines Trails Hardwoods Pond Wildlife Road frontage River Roads

Property Description: PARCEL #24-12-01-02-0-000-003.000

Utilities Available: (circle all that apply) ELECTRIC WATER PHONE GAS CABLE A/C INTERNET

Street: 5496 PETREY HWY City: LUVERNE State: AL ZIP: 36049 County: CRENSHAW

Directions:

Commission %: 6 List: 3 % Sell: 3 %

Photos: Y / N Aerial Map: Y / N Topo Map: Y / N Plat Map: Y / N

Showing Instructions: CALL AGENT Listing Agent: KYLE RICHBURG

PROPERTY LISTING AGREEMENT
Exclusive-Right-To-Sell

5496 PETREY HWY
Alabama, 03/13, 20 24

LAWRENCE PENN

I, or we,

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

5496 PETREY HWY

City

LIVERNE

County

CRENSHAW

State

Alabama

Legal Description:

PARCEL #24-12-01-02-0-000-003.000

Initials of Seller(s)

LM

Initials of Seller(s)

JM

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.

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.

These items are excluded from sale:

Additional items to remain on property:

Buyer(s) of this property at the closing of the sale of 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

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.

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

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: \$ 75,000.00
Payment: Cash Other

This Agreement shall be effective for a period of time of ~~one year~~ 5:1x Month (LMP) from the date of this agreement, unless this agreement is extended in writing.

Period of Agreement

5:1x Month (LMP)

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).

**Seller's Disclosure Format for Target Housing Sales
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required 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. A risk assessment of inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

WJ (a) Presence of lead-based paint and / or paint hazards (check one below):
 Known lead-based paint and / or lead-based paint hazards are present in the housing (explain)

WJ Seller has no knowledge of lead-based paint and / or lead-based paint hazards in the housing

(b) Records and reports available to the seller (check one below):
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and / or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and / or lead based paint hazards in the housing

PURCHASER'S ACKNOWLEDGEMENT (initial)

(c) Purchaser has received copies of all information listed above

(d) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*

(e) Purchaser has (check below):

WJ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and / or lead-based paint hazards;
WJ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and / or lead-based paint hazards

AGENT'S ACKNOWLEDGEMENT (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his / her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller [Signature]
 Date 3/13/24

Buyer _____
 Date _____

Seller _____
 Date _____

Buyer _____
 Date _____

Agent _____
 Date _____

Agent _____
 Date _____

Commission to Broker

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

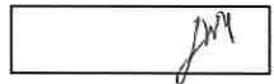
- a) For finding a Purchaser, ready, willing and able to purchase upon the terms herein mentioned or at any price or terms acceptable to Seller(s), Seller(s) agrees to pay Broker a brokerage fee ("Commission") of 6%, whether Purchaser be secured by Broker or Seller(s) or by another person, or if the 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) Type text here

Marketing the Property

Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller(s) gives 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.



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.



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, 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 _____ are not previously unstated additional provisions to this contract stated as such:

KYLE RICHBURG

Listing Agent

KYLE RICHBURG

Broker

Seller



Seller

3/12/24

REAL ESTATE BROKERAGE SERVICES DISCLOSURE
 THIS IS FOR INFORMATION PURPOSES. THIS IS NOT A CONTRACT.

Alabama law requires, you the customer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure 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 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:

1. To provide services honestly and in good faith.
2. To exercise reasonable care and skill.
3. 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.
4. Present all written offers promptly to the seller.
5. 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:

1. Provide information about properties.
2. Show properties.
3. Assist in making a written offer.
4. 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 may 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 KYLE RICHBURG	Date 03/13/2024
Signature 	Consumer Name LAWRENCE PENN
Date 3-13-24	Signature
(ACKNOWLEDGES FOR RECEIPT PURPOSES ONLY)	

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.

Witness

Seller

Date

Witness

Seller

Date