



Unique Southern Properties

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

LISTING AGREEMENT

Property Title: Listing Price: \$ 159,000.00 Per Acre: \$

Seller's Name: Jason and Lindsey Pope

Phone Number: 334-368-0836(L) 334-437-2325

Acres: 4 +/-

Property Type:

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

Features: (check all that apply)

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

Property Description:

10 13 03 06 0 000 006.004

Utilities Available: (circle all that apply)

ELECTRIC WATER PHONE GAS CABLE A/C INTERNET

Street: 2527 Pettibone Road

City: Greenville

State: AL ZIP: 36037

County: Butler

Directions:

Commission %:

List: 2.5 %

Sell: 2.5 %

Photos: Y / N

Aerial Map: Y / N

Topo Map: Y / N

Plat Map: Y / N

Showing Instructions:

Listing Agent: Regina Gorum

**PROPERTY LISTING AGREEMENT**

Exclusive-Right-To-Sell

Butler, Alabama September 25, 2024

I, or we, Jason and Lindsey Pope

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

Kyle Richburg 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: \_\_\_\_\_

City Greenville, County Butler, State Alabama

Legal Description:

10 13 03 06 0 000 006.004

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LP JP
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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: \$ 159,000<sup>00</sup> 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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**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 5 %, 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.

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Initials of Seller(s)

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

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**Regina Gorum**

Listing Agent

\_\_\_\_\_

Seller

**Kyle Richburg**

Broker

\_\_\_\_\_

Seller

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 written consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients 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 with a copy of this form. Your signature is not required by law or rule but would be greatly appreciated.

Name of licensee Regina Gorum

Signature \_\_\_\_\_

Date September 25, 2024

Consumer Name Lindsey Pope / Jason Pope

Signature Lindsey Pope / Jason Pope

(ACKNOWLEDGES FOR RECEIPT PURPOSES ONLY)

Date \_\_\_\_\_