

MAGIC CITY TITLE



3535 Grandview Parkway, Suite 550 Birmingham, Alabama 35243

Telephone: 205-326-0250 Fax: 205-326-0251 www.magiccitytitle.com

INVOICE

To:

Hornsby & Hornsby, Attorneys at Law

2010 Old Springville Road

Suite 100

Birmingham, AL 35215

Attn: Bobby Hornsby and Matt Hornsby

Date: October 11, 2022

CASE NUMBER 247035

OWNERS INSURANCE AMOUNT:

\$

MORTGAGEE INSURANCE AMOUNT:

\$

Owners Policy:

\$

Loan Policy: Search/Exam:

\$400.00

Closing Protection Letter:

\$

Other:

Ś

TOTAL DUE:

\$400.00

CLOSING DISCLOSURE: Owners N/A

Loan N/A

REISSUE ALLOWANCE: No

UNDERWRITER:

Old Republic National Title Insurance Company

LEGAL:

Legal located in Jefferson County

STREET ADDRESS:

8067, 8109 & 8145 Glendale, Farms Rd., Birmingham, AL

OWNER:

Mary Beard Foster and Ricky L. Foster, (Joint Survivorship)

PLEASE RETURN A COPY OF THE INVOICE WITH REMITTANCE



COMMITMENT SCHEDULE A

File No.	247035	
1.	Effective date: October 7, 2022 at 8:00 a.m.	
2.	Policy or Policies to be issued:	Amount of Policy
	(a) ALTA Owner's Policy (6-17-06) Proposed Insured:	\$
	(b) Proposed Insured:	\$

- The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple.
- 4. Title to said estate or interest in said land is at the effective date hereof vested in:

Mary Beard Foster and Ricky L. Foster, (Joint Survivorship)

5. The land referred to in this commitment is situated in the County of Jefferson, State of Alabama, and is described as follows:

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

Countersigned: Magic City Title, Inc. 3535 Grandview Parkway, Suite 550 Birmingham, Alabama 35243 License No: 0188020





SCHEDULE A continued

File No. 247035

LEGAL DESCRIPTION

A parcel of land situated in Sections 3 and 4, Township 16 S, Range 1 E, Jefferson County, Alabama, being particularly described as follows:

Beginning at the SE corner of the SE 1/4 of the SW 1/4 of Section 3, Township 16 S, Range 1 E. and run west along the south boundary line of said 1/4 - 1/4 Section a distance of 1327.5 feet; more or less, to the SE corner of the SW ¼ of the SW ¼ of Section 3, Township 16 S, Range 1 E; thence run northwesterly and along the boundary line as established by that certain agreement recorded in Volume 3198, Page 60 in the Probate Office of Jefferson County, Alabama, to the NW corner of the SW 1/4 of SW 1/4 of Section 3 Township 16 S, Range 1 E; thence continuing in the same direction and along the boundary line as established aforesaid to the southeasterly line of the right-of-way of the A. G. S. Railroad in the NE ¼ of the SE ¼ of Section 4, Township 16 S., Range 1 E.; thence run in a northerly direction along the southeasterly line of the right-of-way of the A. G. S. Railroad a distance of 2781 feet, more or less, to a point which is 874.5 feet southwesterly of the north line of said Section 3 as measured along the easterly right-of-way line of said railroad, said point also being the boundary line is established in that certain deed recorded in Real Volume 944 Page 539 in the Probate Office aforesaid; thence run East and along the boundary line as established in Real Volume 944, Page 539 a distance of 1970.35 feet, more or less, to a point on the east line of the NE ¼ of the NW ¼ of Section 3, Township 16 S, Range 1 E; thence run South and along the east line of said ¼ - ¼ Section and the continuation thereof if continued a distance of 4469.75 feet, more or less to the point of beginning.

LESS AND EXCEPT the following tract of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3:

Commence at the SE corner of the NE ¼ of the NW ¼ of Section 3, Township 16 S., Range 1 E.; thence North along the East line of said ¼ - ¼ Section 446.75 feet to the point of beginning; thence continue on the last described course 59.25 feet; thence angle left 90°2'15" and run westerly 246.39 feet; thence angle left 69°8' and run southwesterly 45.98 feet; thence angle left 107°19' and run easterly 262.88 feet to the point of beginning.

LESS AND EXCEPT:

Part of the SW ¼ of Section 3, Township 16 South, Range 1 E., Jefferson County Alabama and being more particularly described as follows: Begin at the SE corner of the SW of Section 3 Township 16 S., Range 1 E., Jefferson County, Alabama, thence run northerly along said ¼ - ¼ line for 1320 feet more or less to a point thence turn an angle to the left of 135° zero minutes and run southwesterly for 1866.80 feet more or less to a point on the southerly line of said Section 3 Township 16 S. Range 1 E. for 1320 feet more or less to the point of beginning.

LESS AND EXCEPT:

Begin at a point on the North line of Section 3, where the Easterly right of way line of the Alabama great Southern Railroad crosses section line; thence Southwardly along the Easterly right of way line of said railroad for a distance of 874.50 feet to a point, the point of beginning; thence run eastwardly for a distance of 163.25 feet to the westerly right of way of Mickelwright Road; thence turn an angle to the right of 98&52' and run Southwardly along said road for a distance of 1843.43 feet to a point that intersects with Southern Railroad; thence run Northerly along said railroad right of way a distance of 1,764.24 feet to the point of beginning.





SCHEDULE B – SECTION 1 REQUIREMENTS

File No. 247035

The following are the requirements to be complied with:

- Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- b. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the
 property. (Attorney should examine parties carefully and attach owners' and contractors' affidavits where
 there has been construction during the statutory period for liens.)
- Secure and return executed Notice to Borrowers and Waiver/Request for Owner's Title Insurance Protection.
- Attorney should determine that subject property has access to and fronts on a public thoroughfare. (If subject property does not have access and front on a public thoroughfare, the company should be notified in writing prior to closing.
- Any deed to state that Richard Beard, Jr. was the surviving grantee of deed recorded in Real 1899, Page 921. The other grantee, JoAnn N. Beard, having died on or about the _____ day of
- 2. We will require proof of the death of JoAnn N. Beard.

NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact Magic City Title immediately for further review prior to closing.

 Proper satisfaction of the following judgment(s) or satisfactory proof that said judgment(s) is/are not against Mary Beard Foster.

Recorded:

LR 201513, Page 6605

Plaintiff:

Fairfield Nursing and Rehabilitation Center, LLC

Defendant:

Mary Foster March 2, 2015

Dated: Filed:

May 29, 2015

Court:

Circuit Court of Jefferson County

Case No.:

CV 2014 903382.00

Amount:

\$18,646.97

Attorney:

Wendy Zarzaur Johnston

- Statement from the Town Clerk of Trussville stating that there are no unpaid municipal improvement assessments against subject property or same will be excepted.
- 5. ALL PAPERS ARE TO BE FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.
- 6. 2022 Taxes are due and payable in the amount of \$1,343.84 under:

Parcel No. 11-00-03-3-000-001.000

2022 Taxes are due and payable in the amount of \$163.98 under:

Parcel No. 11-00-04-4-000-001.000





SCHEDULE B – SECTION 1 REQUIREMENTS continued

File No. 247035

2022 Taxes are due and payable in the amount of \$2,687.72 under:

Parcel No. 11-00-03-2-000-025.000

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.

NOTE: FOR INFORMATION ONLY

Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.

NOTE: If this is a residential transaction, please provide the purchaser a copy of the Old Republic National Title Insurance Company Privacy Policy at closing and certify to us that this has been done.





SCHEDULE B – SECTION 2 EXCEPTIONS

File No. 247035

Schedule B of the policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- General and special taxes for the current and subsequent years.
- 3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
- 4. Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the Public Records.
- Rights or claims of parties in possession not shown by Public Records.
- 8. Taxes for the year 2023 and subsequent years.
- Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- 10. Less and except any part of subject property lying within any road right-of-way.
- Less and except any part of subject property lying within any Railroad right-of-way.
- 12. Restrictions appearing of record in Inst. No. 2019105977 and LR 200801, Page 21130.
- 13. Right-of-way granted to Alabama Power Company recorded in Volume 5706, Page 95 and Volume 4536, Page 408.



ALABAMA JUDICIAL DATA CENTER JEFFERSON COUNTY CERTIFICATE OF JUDGMENT

CV 2014 903382.00

MICHAEL G GRAFFEO

COUNTY IN THE CIRCUIT COURT OF JEFFERSON

FAIRFIELD NURSING & REHABILITATION CENTER, LLC V. MARY FOSTER

DEFENDANT

PARTY'S ATTORNEY:

FOSTER MARY 1001 CHERRY AVE APT 4D

*** PRO SE ***

,AL 35214-0000

, CLERK OF THE ABOVE NAMED COURT HEREBY I, ANNE-MARIE ADAMS

CERTIFY THAT ON 03/02/2015 PLAINTIFF, FAIRFIELD NURSING & RE RECOVERED

OF DEFENDANT IN SAID COURT A JUDGMENT WITHOUT WAIVER OF EXEMPTIONS FOR THE

\$325.93 DOLLARS COURT COSTS, AND \$18,646.97 DOLLARS PLUS

THAT THE PLAINTIFF'S JOHNSTON WENDY ZARZAUR

ATTORNEY(S) OF RECORD WAS

Jefferson County, Alabama 1/certify this instrument filed on: 05/29/2015 19:35:52 AM LN Judge of Probate- Alan L. King

GIVEN UNDER MY HAND THIS DATE 04/16/2015

ANNE-MARIE ADAMS RM 400 JEFF CO COURTHOUSE BIRMINGHAM AL 35203

(205)325-5355

OPERATOR: PAS PREPARED: 04/16/2015

PLAINTIFF'S ATTORNEY:

JOHNSTON WENDY ZARZAUR PO BOX 11366 BIRMINGHAM AL 35202

201505298090525150 Pg: 6605 Bk: LR201513 Pg: 6605 Jefferson County Alabama Jefferson County Alabama 0512912015 10:35:52 AM LN Fee - \$16:00

Total of Fees and Taxes-\$16.00 CTHORNTON

14-1357 APR 2 2 2015

County Division Code: AL039 Inst. # 2019105977 Pages: 1 of 5 I certify this instrument filed on: 10/8/2019 1:54 PM

Doc: REST Alan L.King, Judge of Probate Jefferson County, AL Rec: \$28.00

Clerk: KKBESS

This instrument prepared by: Chesley P. Payne Massey, Stotser, & Nichols, P.C. 1780 Gadsden Hwy. Birmingham, AL 35235 STATE OF ALABAMA JEFFERSON COUNTY

DECLARATION OF RESTRICTIVE COVENANT (RIGHT OF FIRST REFUSAL)

WHEREAS, Mary Beard Foster, as devisee of the Estate of Richard Beard, Jr., deceased, Probate Case No. 19BHM01679, is the owner ("Owner") of the following described real property, situated in Jefferson County, Alabama, to wit:

See Exhibit A. ("Property")

- 1. Right of First Refusal: Owner shall grant, bargain, sell, and convey to

 ("Holder", whether singular or plural) a one-time right of first refusal

 ("Agreement") on the Property. In the event the Owner intends to sell, transfer or otherwise convey title
 or possession to the Property to another third party; Owner, or Owner's heirs, successors, or assigns,
 shall give the Holder written notice ("Notice") of the fact that the Owner wishes to sell the Property.
 - 2. Form of Notice and Response: The Notice shall specifically identify the following:
 - a. The proposed terms and conditions of a purchase agreement for the Property, including, but limited to:
 - i. the name of the third party purchaser;
 - ii. the intended purchase price or other consideration to be paid;
 - iii. a copy of the purchase agreement, and;
 - iv. the other terms and conditions of purchase or transfer.
 - b. The Holder shall have the right of first refusal to purchase the Property under the same terms and conditions as the third party. Within thirty (30) days of receipt of said Notice from the Owner, the Holder shall give written notice to the Owner of whether the Holder will exercise the Holder's right of first refusal. If the Holder exercises its right of first refusal to purchase the Property, the Owner shall execute a sales contract under the same terms and conditions as set out in the Notice with the Holder and close within thirty (30) days of the execution of the sales contract. If the Holder does not respond within thirty (30) days of the written notice or close within thirty (30) days of the execution of the sales contract, this Agreement shall be deemed to be terminated by its terms unless mutually agreed by the parties. In the event a party to this Agreement retains the services of a real estate agent, that party shall be solely responsible for any real estate commission or fees owed to the real estate agent.

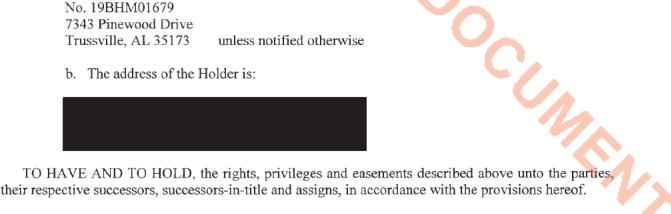
- Termination of Agreement: This Agreement shall terminate on the filing of a Termination of this Agreement in the Office of the Judge of Probate of Jefferson County, Alabama, executed by all parties or their legal representatives.
- No Rights in Public Generally. The Agreement and rights created, reserved, granted and established in this Agreement do not, are not intended to, and shall not be constructed to create any easements, rights or privileges in and for the benefit of the general public. The parties acknowledge that this easement is subject to all prior existing easements of record, including the sewer easement granted to Jefferson County, Alabama.
- 5. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
- 6. No Transfer of Fee Title. The Owner does not convey to the Holder or to any other party hereby any title in or to their respective Property, but merely grants the rights, privileges and easements herein set forth.
- Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the state of Alabama.
- Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) delivered in person to the address set forth herein below for the party to whom the notice is given, (ii) delivered in person, (iii) placed in the United States mail, certified and return receipt requested, addressed to such party at the address hereinafter specified, or (iv) deposited into the custody of Federal Express Corporation to be sent by Federal Express Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter specified.
 - a. The Address of the Owner is:

Mary Beard Foster, as devisee of the Estate of Richard Beard, Jr., deceased, Probate Case No. 19BHM01679

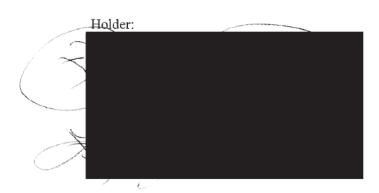
7343 Pinewood Drive

Trussville, AL 35173 unless notified otherwise

b. The address of the Holder is:



	Owner:
	Mary Beard Foster, as devisee of the Estate of Richard Beard, Jr., deceased, Probate Case No. 19BHM01679
State of Alabama } Jefferson County }	
Estate of Richard Beard, Jr., deceased, Probate Caforegoing conveyance, and who is known to me	certifies that Mary Beard Foster, as devisee of the ase No. 19BHM01679, whose name is signed to the c, acknowledged before me on this day that, being ecuted the same voluntarily on the day the same bears Option (1984) Notary Public My Commission Expires: 18-23



State of Alabama Jefferson County

I, the undersigned Notary Public, hereby certifies that

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

day of

Given under my hand this

Notary Public

My Commission Expires:

EXHIBIT A

A parcel of land situated in Sections 3 and 4, Township 16 South, Range 1 East, Jefferson County, Alabama, being more particularly described as follows:

Begin at the SE corner of the SE 1/4 of the SW 1/4 of Section 3 -Township 16 South, Range 1 East and run West along the South boundary line of said 1/4 - 1/4 Section a distance of 1,327.5 feet, more or less, to the SE corner of the SW 1/4 of the SW 1/4 of Section 3, Township 16 South, Range I East; thence run Northwesterly and along the boundary line as established by that certain agreement recorded in Volume 3198, Page 60 in the Probate Office of Jefferson County, Alabama, to the NW corner of the SW 1/4 of SW 1/4 of Section 3, Township 16 South, Range 1 East; thence continuing in the same direction and along the boundary line as established aforesaid to the Southeasterly line of the right of way of the A.G.S. Railroad in the NE 1/4 of the SE 1/4 of Section 4 Township 16 South, Range 1 Section thence run in a Northerly direction along the Southeasterly line of right of way of A.G.S. Railroad a distance of 2,781 feet, more or loss, to a point which is 374.5 feet Southwesterly of the North line of said Section 3 as measured along the Basterly right of Way line of said railroad, said point also being the boundary line as established in that certain deed recorded in Real Volume 944, Page 539 in the Probate Office aforesaid; thence run East and along the boundary line as established in Roal Volume 944, Page 539 a distance of 1,970.35 feet, more or less, to a point on the East line of the NE 1/4 of NW 1/4 of Section 3, Township 16 South, Range 1 East; thence run South and along the East line of haid 1/4 - 1/4 Section and the continuation thereof if continued a distance of 4,469.75 feet, more or less to the point of beginning. LESS AND EXCEPT the following tract of land situated in the NE 1/4 of the NW 1/4 of said Section

Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 3, Township 16 South, Range 1 East; thence North along the East line of said 1/4 - 1/4 Section 446.75 feet to the point of beginning; thence continue along last described course 59.25 feet; thence angle left 90° '23' 15" and run Westerly 246.39 feet; thence angle left 69° 08' and run Southwesterly 45.98 feet; thence angle left 107° 19' and run Easterly 262.88 feet to the point of beginning.

Less and Except:

Part of the SW ¼ of Section 3, Township 16, South, Range 1 East, Jefferson County, Alabama and being more described as follows:

Bagin at the SE corner of the SW ¼ of Section 3, Township 16 South, Range 1 East, Jefferson County, Alabama. Thence run Northerly along said 1/4-1/4 line for 1,320.00 feat more or less to a point. Thence turn an angle to the left of 135*00' and run Southwesterly for 1,866,80 feet more or less to a point on the Southerly line of said Section 3, Township 16 South, Range 1 East, for 1320.00 feet more or less to the Point of Beginning. Said parcel contains 20 acres more or less.

For purposes of clarification, the Parties agree that this Declaration is not intended to apply to the property owned by the Owner between HWY 11 and Glendale Farm Road aka Micklewright Road.

RESTRICTIVE COVENANT

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON)

20080117000088750 1/3
Bk: LR200801 Pg:21130
Jefferson County, Alabama
I certify this instrument filed on

KNOWN ALL MEN BY THESE PRESENT:

WHEREAS, Richard Beard, Jr. and wife, Joann N. Beard, are the owners of the following described real property, located and situated in Jefferson County, Alabama towit:

SEE ATTACHED; and,

WHEREAS, the said Richard Beard, Jr. and wife, Joann N. Beard, do desire to impose certain restrictive covenants on said real property as hereinafter set forth so as to comply with **Zoning Case Z-2007-120** of the Jefferson County Commission.

NOW, THEREFORE, in consideration of the premises and the sum of One and no/100 (1.00) Dollar in hand paid to Richard Beard, Jr. and wife, Joann N. Beard, the receipt and sufficiency wherein is hereby acknowledged, the said Richard Beard, Jr. and wife, Joann N. Beard, do hereby impose on said real property the following restrictions, limitation and covenants which shall inure to said land and run with said land until or except subject property is rezoned to another zoning district at which time the covenants listed below shall become null and void:

Restrictive Covenant: No mobile homes shall be permitted on this property.

Zoning Case Z-2007-120

The Covenants, Restrictions, and Limitations created hereby shall be enforceable in law and in equity by way of damages and injunctive relief.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereunto on 15 day of January 20 <u>08</u>.

WITNESS:

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the said State and County, hereby certify that Richard Grand J. Besta, whose name(s) are signed to the foregoing Restrictive Covenant, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the Restrictive Covenant, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 15 day of January

<u>7-10-2010</u> Commission Expires

LEGAL DESCRIPTION FOR ZONING CASE Z-2007-120



Miller, Triplett & Miller Engineers, Inc.

2-07-120

Consulting Engineers & Land Surveyors

3020 7th Avenue South Birmingham, Alabama 35233

Telephone (205) 320-0114 Fax (205) 320-0276

BEARD PROPERTY LEGAL DESCRIPTION

PART OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 1 EAST, JEFFERSON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SW ½ OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 1 EAST, JEFFERSON COUNTY, ALABAMA; THENCE RUN NORTHERLY ALONG SAID ½ - ½ LINE FOR 1,320.0 FEET MORE OR LESS TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 135°00' AND RUN SOUTHWESTERLY FOR 1,866.8 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 3; THENCE RUN EASTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 3, TOWNSHIP 16 SOUTH, RANGE 1 EAST FOR 1,320.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 20 ACRES MORE OR LESS.

11-3-3-0-1.0 (p/.)
20080117000088750
Bk: LR200801
Jefferson Col

20080117000088750 3/3 **Bk:** LR200801 Pg:21130 **Jefferson County, Alabama** 01/17/2008 12:03:58 PM REST Fee - \$9.50

Total of Fees and Taxes-\$9.50