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SUPREME COURT OF ALABAMA

OCTOBER TERM, 2023-2024

SC-2023-0445

Charles Crowder

v.

Delores Blevins

Appeal from Jefferson Probate Court
(22-BHM-00665)

MENDHEIM, Justice.

Charles Crowder purchased property owned by Delores Blevins at a tax sale. Blevins later sought to redeem the property and filed a petition for the redemption of lands ("the redemption petition") with the

Jefferson Probate Court ("the probate court"). The probate court granted Blevins's redemption petition and entered a judgment approving of Blevins's redemption of the property. Crowder filed a postjudgment motion to set aside that judgment, which the probate court denied. Crowder also filed a Rule 60(b)(4), Ala. R. Civ. P., motion requesting that the probate court vacate its judgment in favor of Blevins, which the probate court denied. Crowder appealed.

Facts and Procedural History

Most of the facts are undisputed. Blevins owns property located at 731 Buffalo Street, Birmingham, AL 35224 ("the property"). A residential structure sits on the property, which Blevins used primarily for ministry purposes. Blevins apparently fell behind on paying taxes on the property, which subjected the property to being sold at a tax sale. On May 25, 2021, at a tax sale held in the Birmingham Division of Jefferson County, Crowder purchased the property. After purchasing the property at the tax sale, Crowder took possession of the property, removed all of Blevins's personal effects, and began making improvements to the property. Crowder, through a corporate entity, then leased the property to a tenant and began collecting rents. The lease was entered into

between QF Renovations LLC and Junell Lewis on April 7, 2022. In the lease, Crowder is listed as the agent of QF Renovations, whose mailing address is listed as "809 Brook Highland Ln, Birmingham, Alabama, 35242."

Subsequently, Blevins sought to redeem the property. The manner of redemption of property that has been sold at a tax sale is governed by § 40-10-122, Ala. Code 1975; the below-described communications between the parties appears to have been the parties' efforts to comply with the requirements set forth in § 40-10-122. In addition to other things required by that statute, § 40-10-122(d) requires that, once the proposed redemptioner (which is Blevins in this case) notifies the purchaser (which is Crowder in this case) of his or her disagreement with the purchaser's valuation of the permanent and the preservation improvements to the property and appoints a referee to ascertain the value of such improvements, the purchaser, "[w]ithin 10 days after the receipt of such notice, ... shall appoint a referee to ascertain the value of the permanent or preservation improvements as applicable and advise the proposed redemptioner of the name of the appointee." Section 40-10-122(e) requires that, "[i]f the purchaser refuses or fails to appoint a

referee, as provided in subsection (d), the purchaser shall forfeit his or her claim to compensation for such improvements."

On January 3, 2022, Blevins's attorney sent Crowder a demand letter, demanding that Crowder

"immediately vacate the property and have your tenant move out, remove all of your personal items from the premises, and return the property to [Blevins] in the same condition in which you found it. We further demand that you contact my office immediately either to (1) arrange for the safe return of ALL personal items you took from the house in the same condition in which you found them, or (2) compensate [Blevins] \$20,000 for the collective value of the items you took. Please complete these activities as soon as possible, and no later than January 10, 2022, after which all legal options will be under consideration.

"Pursuant to Alabama Code § 40-10-122 (1975), this letter further constitutes a written demand for a statement of the value of all permanent or preservation improvements as applicable made on the ... property since the tax sale."

(Capitalization in original.) Blevins sent her January 3, 2022, demand letter via certified mail to Crowder at 809 Brook Highland Lane, Birmingham, AL 35242, and Crowder received it.

On January 10, 2022, Crowder mailed Blevins a response to her January 3, 2022, demand letter. Crowder stated that, "[p]ursuant to ... [§] 40-10-122(d)[, Ala. Code 1975,] this is a formal written response to your request for the furnishment of a statement of allowable expenses

and/or the value of any permanent or preservation improvements that I ... have made to [the] property" Crowder stated that he had made preservation improvements to the property in the amount of \$12,200. In his January 10, 2022, letter, Crowder listed his address as "809 Brook Highland Ln Birmingham, AL 35242."

On January 14, 2022, Blevins sent Crowder a letter in response to his January 10, 2022, letter. Blevins informed Crowder that she "disagree[d] with the amount [Crowder] claimed as the value of permanent or preservation improvements in [his] letter dated January 10, 2022." Blevins further stated in her letter that she "ha[d] appointed Danette Chavez to serve as her referee in this matter." Once again, Blevins sent her January 14, 2022, letter via certified mail to Crowder at 809 Brook Highland Lane, Birmingham, AL 35242, and Crowder received it.

On February 9, 2022, Crowder sent Blevins a letter indicating that he had not received Blevins's January 14, 2022, letter until February 7, 2022. Crowder notes in his letter that February 7, 2022, is "18 days after the 10 days allowed to appoint a referee." Regardless, Crowder states in his February 9, 2022, letter that he had "appointed Steve Walden as [his]

referee." In his February 9, 2022, letter, Crowder listed his address as "809 Brook Highland Ln Birmingham, AL 35242."

At some point thereafter, Blevins's and Crowder's referees met in order to "confer upon the award to be made by them." § 40-10-122(d). Blevins's referee "voted to assign a value of \$0.00 to the improvements allegedly made by [Crowder]," but, according to one of Blevins's filings in the probate court, Crowder's referee "declined to state a value to be assigned to the alleged improvements." Section 40-10-122(d) provides, in pertinent part, that, "[i]f [the referees] cannot agree, the referees shall at once appoint an umpire, and the award by a majority of such body shall be made within 10 days after the appointment of the umpire and shall be final between the parties." However, according to Blevins, "[t]he failure by [Crowder's] referee to state a value caused there to be insufficient options for a would-be umpire to cast a tie-breaking vote with one of the referees, under § 40-10-122(d)."

On March 15, 2022, Blevins filed in the probate court the redemption petition. Blevins asserted that Crowder had failed to timely nominate a referee, "and therefore [had] failed to comply with § 40-10-122(d)." As a result, Blevins asserted, Crowder had "forfeited his claim

to compensation for any alleged improvements. See § 40-10-122(e)." Blevins requested that the probate court "[a]ccept redemption funds tendered under § 40-10-122(a)"; "[i]ssue a certificate of redemption pursuant to § 40-10-127[, Ala. Code 1975]"; "[a]ward [Blevins] a reasonable attorney's fee"; and "[p]rovide any other remedy which may be just and proper." The certificate of service attached to the redemption petition indicated that Crowder "will be served via certified mail or process-server at ... 809 Brook Highland Ln Birmingham AL 35242."

The probate court scheduled a hearing on the redemption petition to occur on May 5, 2022. On April 13, 2022, the probate court sent a notice of the scheduled hearing to Crowder at 809 Brook Highland Lane, Birmingham, AL 35242.

On May 1, 2022, Blevins's trial counsel filed an "affidavit of certified mailing of process and complaint, and notice of delivery of certified mail," with the probate court. In the affidavit, Blevins's trial counsel stated that he

"verifies that, on or about the 27th day of April 2022, a filed copy of the petition for the redemption of lands was mailed by certified mail to ... Crowder ... in accordance with Rule 4[, Ala. R. Civ. P.] ... Further, the undersigned provides notice that the certified mail was delivered on or about the 29th day of April 2022."

Attached to the affidavit, Blevins's attorney included a receipt from the United States Postal Service indicating that he had mailed something by certified mail to Crowder at "809 Brook Highland Lane, Birmingham, AL 35242," and that he had requested a return receipt. Also attached to the affidavit was a confirmation that the certified mail had been "delivered to an individual at the address ... on April 29, 2022 in Birmingham, AL 35242." Further, Blevins produced a return receipt indicating that the redemption petition had been delivered on April 29, 2022, and the handwritten name "C. Crowder" (Crowder's first name is "Charles") appears on the signature line.

On May 5, 2022, the probate court conducted a hearing on the redemption petition, which Crowder did not attend. On May 17, 2022, the probate court entered an order granting Blevins's petition. The probate court refused to award Crowder any money for the improvements he claimed to have made, stating that "[n]o additional sums are allowed for 'improvements' as that term is used within § 40-10-122." The probate court's order states that Blevins "is hereby ordered to pay into the Probate Court Trust Fund the total amount of \$572.48." The probate court's order is a final judgment because, pursuant to § 40-10-122(e), the

only thing for the probate court to do in this case was "to ascertain the true value of such permanent or preservation improvements as applicable and enforce the redemption accordingly." After the probate court determined that Crowder was not entitled to any sums for improvements, there was no issue left to litigate after it entered its order. On May 20, 2022, Blevins paid into the "Probate Court Trust Fund" the ordered redemption amount of \$572.48.

On June 3, 2022, Crowder, who by this time had retained counsel, filed a postjudgment motion to set aside the probate court's May 17, 2022, judgment ("the judgment on the merits"). Crowder argued that he "never received notice of the hearing on May 5, 2022, and was unaware that he should attend" Crowder also alleged that he had "expended significant sums for preservation improvements, taxes, and insurance, for which he is due reimbursement in a redemption action, pursuant to [§] 40-10-122[, Ala. Code 1975,]" Crowder did not argue that he had not received service of the redemption petition.

On July 26, 2022, Blevins filed an objection to Crowder's postjudgment motion or, in the alternative, a motion for a summary judgment. Blevins noted that Crowder had used the address to which all

correspondence and court documents had been sent (809 Brook Highland Lane, Birmingham, AL 35242) and had received correspondence at that address, and, as a result, Blevins argued, Crowder "should be estopped from claiming that he had no notice of the hearing in this matter" Alternatively, Blevins argued that she was entitled to a summary judgment. Blevins argued that Crowder had no legal basis to claim compensation for the improvements he had made to the property because, Blevins argued, Crowder had waived his right to appoint a referee and -- as the holder of a tax certificate, not a tax deed -- had had no right to make improvements to the property until he demanded possession of the property from Blevins, which he undisputedly did not do.

On September 28, 2022, the probate court held a hearing on the pending motions of the parties, at which the probate court heard testimony from Crowder. The pertinent portion of Crowder's testimony states:

"[Crowder's trial attorney:] ... And during the time that you had the property, did you receive some correspondence from Ms. Blevins's attorney regarding redemption of the property?"

"[Crowder:] Yes. I spoke to Ms. Blevins and another gentleman, and I tried to come to an arrangement with them, and in return they ended up deciding to get an attorney, so I did speak to the attorney and Ms. Blevins.

"[Crowder's trial attorney:] And at that time did -- you were corresponding with the attorney, and at one point did you get some notices from --

"[Crowder:] Yes. I did get a notice for them wanting to redeem, and I responded to that notice, and I did get another response to that notice probably about three weeks later.

"THE COURT : What now?

"[Crowder:] I said I did get a -- I got a notice for them wanting to redeem, and I responded to that notice and then I got another notice from them three weeks later, which I did respond to that one also.

"....

"[Crowder's trial attorney:] Did you have or did you receive notice from the Court that there would be a hearing to determine the amount of your -- the amount of redemption that Ms. Blevins would pay? Did that notice ever make it to you --

"[Crowder:] I'm sorry. Repeat that.

"[Crowder's trial attorney:] Did you receive any notice from the Court saying that you needed to be in court on a specific day and time to present your redemption --

"[Crowder:] No, sir.

"[Crowder's trial attorney:] You did not receive that notice?

"[Crowder:] No, sir.

"....

"[Crowder's trial attorney:] And you already said that Ms. Blevins did make a written demand to redeem the property?

"[Crowder:] Yes, sir.

"[Crowder's trial attorney:] And you did receive that?

"[Crowder:] Yes, sir.

"[Crowder's trial attorney:] All right. Okay. And in response you furnished her an amount that you claimed to be the value of the improvements that you made?

"[Crowder:] Yes, sir.

"[Crowder's trial attorney:] Okay. And did she accept or reject that number that you provided?

"[Crowder:] She did not accept it. She rejected it.

"[Crowder's trial attorney:] Okay. And then when she did notify you that she objected, did she give you the name of a referee that she was appointing to represent her?

"[Crowder:] Yes, she did. She did. I did receive a letter stating who her referee was.

"[Crowder's trial attorney:] Okay. And did you respond with a letter telling her who your referee would be?

"[Crowder:] Yes, sir, I did.

"[Crowder's trial attorney:] All right. And to the best of your knowledge, did these referees ever confer and discuss the numbers and appoint an umpire to --

"[Crowder:] Yes, sir. They did meet, but they did not appoint umpires.

" [Crowder's trial attorney:] All right. And how much did your referee determine was the value of the improvements that you made on the property?

"[Crowder:] 25,500.

"[Crowder's trial attorney:] And is it your testimony you're swearing before the Court -- that you did, in fact, make the improvements that were assessed by your referee?

"[Crowder:] Yes, sir."

Crowder's testimony indicates that he did receive correspondence from Blevins and her trial attorney, which was mailed to 809 Brook Highland Lane, Birmingham, AL 35242, but he answered "No, sir" when asked if he had received "any notice from the [probate c]ourt saying that [he] needed to be in court on a specific day and time," which was mailed to the same address. Crowder offered no testimony indicating that the signature on the return receipt was not his signature, no testimony indicating that his address was not 809 Brook Highland Lane, Birmingham, AL 35242, and no testimony indicating that he did not receive service of the redemption petition.

On October 27, 2022, the probate court entered an order denying Crowder's postjudgment motion to set aside the judgment on the merits. The probate court stated that Blevins had complied "with the prerequisites for redemption" and ordered that "[t]he Office of the Tax Collector of Jefferson County, Birmingham Division, ... issue to [Blevins] a recordable certificate of redemption describing the property" The probate court further stated that Crowder "is hereby divested of any interest in the property ... and [that] title to the property is hereby reinstated in ... Blevins, free and clear of any lien or other interest created by the certificate of purchase."

On November 9, 2022, Crowder filed a motion citing Rule 60(b)(4), Ala. R. Civ. P., and requesting that the probate court vacate the judgment on the merits. Crowder argued that he had not been "properly served with notice of this action in accordance with Ala. R. Civ. P. Rule 4." Crowder argued that the return receipt for service of the redemption petition "was not signed by anyone" but "merely bears a printed name." Crowder argued that he "was no longer living at the address to which the process was sent when such process was ostensibly delivered." Crowder, however, presented no evidence indicating that the signature on the

return receipt was not his signature or that he no longer lived at 809 Brook Highland Lane, Birmingham, AL 35242, at the time the redemption petition was served at that address.

On May 4, 2023, the probate court conducted a hearing on Crowder's Rule 60(b)(4) motion. On May 6, 2023, it appears that Crowder submitted to the probate court some documents allegedly indicating that he had moved out of his residence at 809 Brook Highland Lane, Birmingham, AL 35242, on August 15, 2021. The first document is a "resident ledger" from "Dasmen Residential"; there is no accompanying explanation of this evidence. The resident ledger has the following fields: "Name: Charles Crowder"; "Address: 809 Brook Highland Lane"; "City: Birmingham, AL 35242"; "Lease From: 06/08/2021"; "Lease To: 08/07/2022"; "Move In: 02/08/2019"; and "Move Out: 08/15/2021." The resident ledger also includes numerous transactions, the last of which occurred on August 31, 2021. The second document is a "lease contract buy-out agreement" concerning a property located at 2173 Highland Avenue S. # H1606, Birmingham, AL 35202; that document makes no mention of the address 809 Brook Highland Lane, Birmingham, AL 35242. The lease contract buy-out agreement, which is dated July 23,

2021, was entered into by Crowder and Highland AL Partners, LLC, and gives Crowder "the right to buy out of [his] Lease Contract for the above described premises," which is a reference to the property located at 2173 Highland Avenue. That document appears to have no relevance to the property located at 809 Brook Highland Lane, Birmingham, AL 35242.

On May 9, 2023, the probate court entered a judgment denying Crowder's Rule 60(b)(4) motion to vacate the judgment on the merits. The probate court stated in its judgment that Blevins had presented "a certified mail receipt with a signed return (by Charles Crowder)" and that Crowder had "presented no evidence to show it was not his signature." The probate court's judgment further states that Crowder "has acknowledged to this Court that he was aware of the hearing," although the probate court does not specify to which hearing its judgment refers.

Crowder filed his notice of appeal on June 15, 2023. Crowder filed only one notice of appeal, seeking to appeal both the probate court's judgment on the merits -- the propriety of which the probate court addressed in its October 27, 2022, order denying Crowder's postjudgment motion -- and the probate court's judgment denying Crowder's Rule 60(b)(4) motion.

Standard of Review

This Court set forth the applicable standard of review in Bank of America Corp. v. Edwards, 881 So. 2d 403, 405 (Ala. 2003):

"We review de novo a trial court's ruling on a Rule 60(b)(4), Ala. R. Civ. P., motion. See Northbrook Indem. Co. v. Westgate, Ltd., 769 So. 2d 890, 893 (Ala. 2000).

"The standard of review on appeal from the denial of relief under Rule 60(b)(4) is not whether there has been an abuse of discretion. When the grant or denial of relief turns on the validity of the judgment, as under Rule 60(b)(4), discretion has no place. If the judgment is valid, it must stand; if it is void, it must be set aside. A judgment is void only if the court rendering it lacked jurisdiction of the subject matter or of the parties, or if it acted in a manner inconsistent with due process. Satterfield v. Winston Industries, Inc., 553 So. 2d 61 (Ala. 1989)."

"Insurance Mgmt. & Admin., Inc. v. Palomar Ins. Corp., 590 So. 2d 209, 212 (Ala. 1991)."

"Image Auto, Inc. v. Mike Kelley Enters., Inc., 823 So. 2d 655, 657 (Ala. 2001)."

Discussion

Initially, even though neither party has raised the issue, we must determine our appellate jurisdiction in this case. See Smith v. Smith, 4

So. 3d 1178, 1180-81 (Ala. Civ. App. 2008) ("Although neither party has questioned this court's appellate jurisdiction, a lack of appellate jurisdiction resulting from a party's failure to timely file a notice of appeal 'cannot be waived'; indeed, 'this court can raise the issue ex mero motu.' Carter v. Hilliard, 838 So. 2d 1062, 1063 (Ala. Civ. App. 2002), and Moragne v. Moragne, 888 So. 2d 1280, 1283 (Ala. Civ. App. 2004); see also Rule 2(a)(1), Ala. R. App. P. (stating that an appeal shall be dismissed if the notice of appeal is not timely filed to invoke the jurisdiction of the appellate court)."). Based on the arguments presented by Crowder in his brief to this Court, it is clear that Crowder believes that he has appealed both the probate court's judgment on the merits and the probate court's judgment denying Crowder's Rule 60(b)(4) motion. As explained below, however, Crowder did not timely appeal the probate court's judgment on the merits.

The probate court entered two different judgments below that are independently appealable. The first appealable judgment entered by the probate court was the judgment on the merits, which became appealable upon the entry of its October 27, 2022, order denying Crowder's postjudgment motion requesting that the probate court set aside the

judgment on the merits. See Foster v. Foster, 636 So. 2d 467, 467 (Ala. Civ. App. 1994)(stating that "[r]eview of the denial of a post-judgment motion is by appeal. Ex parte Dowling, 477 So. 2d 400 (Ala. 1985)."). The probate court's May 17, 2022, order was a final judgment on the merits of Blevins's redemption petition, and Crowder's timely filing of his June 3, 2022, postjudgment motion tolled the time for appealing that judgment. See Green v. Georgia-Pacific Corp., 906 So. 2d 961, 962 (Ala. Civ. App. 2005)(stating that "'[a]n appeal must be taken within 42 days from the entry of the judgment, or within 42 days of the denial of a postjudgment motion, whether by order or by operation of law.' Newman v. Newman, 773 So. 2d 481, 483 (Ala. Civ. App. 1999) (citing Rule 4(a)(1) and (3), Ala. R. App. P., and Wall v. Wall, 628 So. 2d 881 (Ala. Civ. App. 1993))."). Accordingly, pursuant to Rule 4(a)(1) and (3), Ala. R. App. P., Crowder had 42 days from October 27, 2022, the date that the probate court denied Crowder's postjudgment motion, to file his notice of appeal challenging the judgment on the merits.

Crowder, however, did not file his notice of appeal within 42 days of October 27, 2023. Instead, on November 9, 2022, Crowder filed his Rule 60(b)(4) motion. In that motion, Crowder argued that the probate

court's judgment on the merits was void for lack of jurisdiction because, he argued, he had not been properly served with notice of Blevins's redemption petition. In J.B.M. v. J.C.M., 142 So. 3d 676, 681 (Ala. Civ. App. 2013), the Court of Civil Appeals stated that "[a] postjudgment motion filed pursuant to Rule 60(b), Ala. R. Civ. P., does not 'toll the time for taking an appeal from the underlying judgment.' Landers v. Landers, 812 So. 2d 1212, 1216 (Ala. Civ. App. 2001)." See also Foster, 636 So. 2d at 468 ("Even if the second post-judgment motion could be considered as one pursuant to Rule 60, A[la]. R. Civ. P., such is not a substitute for an appeal, nor would it suspend the time for filing a notice of appeal. Post [v. Duffy], 603 So. 2d 1070 (Ala. Civ. App. 1992)."); and Rule 60(b) ("A motion under this subdivision does not affect the finality of a judgment or suspend its operation."). Crowder's filing of his November 9, 2022, Rule 60(b)(4) postjudgment motion did not toll the 42-day period to appeal the probate court's judgment on the merits, which period began to run on October 27, 2022, when the probate court denied Crowder's first postjudgment motion.

Later, on May 9, 2023, the probate court entered a judgment denying Crowder's Rule 60(b)(4) motion, which was the second

independently appealable judgment entered by the probate court. See J.B.M., 142 So. 3d at 681 (stating that "a denial of a postjudgment motion filed pursuant to Rule 60(b) 'is, under Alabama law, itself a final judgment that will independently support an appeal.' Food World v. Carey, 980 So. 2d 404, 406 (Ala. Civ. App. 2007).").

Crowder then filed a notice of appeal on June 15, 2023, purporting to appeal both the probate court's judgment on the merits, which was appealable for 42 days after the probate court denied Crowder's first postjudgment motion on October 27, 2022, and the probate court's judgment denying Crowder's Rule 60(b)(4) motion. That notice of appeal, however, was filed well beyond the 42-day window to appeal the probate court's judgment on the merits. Accordingly, Crowder failed to timely appeal the probate court's May 17, 2022, judgment on the merits. This Court does not have jurisdiction over that aspect of Crowder's appeal, and it must be dismissed. See State v. Moore, 803 So. 2d 584, 585 (Ala. Crim. App. 2001)("Timely filing of notice of appeal is a jurisdictional requisite, and the appeal must be dismissed for lack of jurisdiction if

notice of appeal was not timely filed.' Woods v. State, 371 So. 2d 944, 945 (Ala. 1979).").¹

As a result, Crowder's appeal of the probate court's May 9, 2023, judgment denying Crowder's Rule 60(b)(4) postjudgment motion, which he timely filed on June 15, 2023, is the only aspect of Crowder's appeal properly before us. We will therefore consider Crowder's arguments relating to the probate court's May 9, 2023, judgment denying his Rule 60(b)(4) motion.

In his brief to this Court, Crowder argues that the probate court erred in denying his Rule 60(b)(4) motion. Crowder argues that Blevins failed to properly perfect service of her redemption petition on Crowder and that that failure deprived the probate court of jurisdiction, rendering its judgment on the merits void. Crowder argues that "Blevins's attempt to serve process on ... Crowder by certified mail was never completed in accordance with applicable law." Crowder's brief at p. 9. Specifically,

¹We note that Crowder presents an argument pertaining to the circuit court's ruling in the judgment on the merits assessing the value of Crowder's alleged improvements to the property. However, as discussed thoroughly above, that aspect of Crowder's appeal is not properly before us because it was untimely filed. We, therefore, do not address that argument but, instead, dismiss that aspect of Crowder's appeal.

Crowder argues that the handwritten name of "C. Crowder" on the return receipt did not constitute a signature and, thus, that Blevins failed to produce a return receipt indicating that her redemption petition had been properly served on Crowder.

This Court has stated that

"[f]ailure of proper service under Rule 4[, Ala. R. Civ. P.,] deprives a court of jurisdiction and renders its judgment void. Shaddix v. Shaddix, 603 So. 2d 1096 (Ala. Civ. App. 1992). If a court lacks jurisdiction of a particular person, or if it denied that person due process, then the court's judgment is void. Smith v. Clark, 468 So. 2d 138 (Ala. 1985). A void judgment must be set aside. Smith, supra. Furthermore, strict compliance with the rules regarding service of process is required. Aaron v. Aaron, 571 So. 2d 1150 (Ala. 1990)."

Ex parte Pate, 673 So. 2d 427, 428-29 (Ala. 1995). Rule 4(i)(2), Ala. R. Civ. P., which allows service of process to be perfected using certified mail, provides, in pertinent part: "(C) When Effective. Service by certified mail shall be deemed complete and the time for answering shall run from the date of delivery to the named addressee or the addressee's agent as evidenced by signature on the return receipt." (Emphasis added.)

In the present case, Blevins provided undisputed evidence demonstrating that her trial attorney, on or about April 27, 2022, sent by certified mail the redemption petition to Crowder at 809 Brook Highland

Lane, Birmingham, AL 35242. It is further undisputed that the redemption petition was "delivered to an individual at the address ... on April 29, 2022 in Birmingham, AL 35242." The return receipt contains the handwritten name "C. Crowder" in the signature block. That evidence is sufficient to prove that Crowder was properly served with process.

As the probate court stated in its judgment denying Crowder's Rule 60(b)(4) motion, Crowder has presented no evidence indicating that it is not his signature that appears on the return receipt. Instead, Crowder argues that the handwritten "C. Crowder" was not a signature at all because the name was handwritten using block lettering. Crowder has provided no authority indicating that a signature on a return receipt must take a particular form, such as cursive writing, in order to be valid, and, thus, that argument is waived. See White Sands Grp. L.L.C. v. PRS II, LLC, 998 So. 2d 1042, 1058 (Ala. 2008)("Rule 28(a)(10)[, Ala. R. App. P.,] requires that arguments in briefs contain discussions of facts and relevant legal authorities that support the party's position. If they do not, the arguments are waived. Moore v. Prudential Residential Servs. Ltd. P'ship, 849 So. 2d 914, 923 (Ala. 2002); Arrington v. Mathis, 929 So. 2d

468, 470 n.2 (Ala. Civ. App. 2005); Hamm v. State, 913 So. 2d 460, 486 (Ala. Crim. App. 2002). 'This is so, because "'it is not the function of this Court to do a party's legal research or to make and address legal arguments for a party based on undelineated general propositions not supported by sufficient authority or argument.'" Jimmy Day Plumbing & Heating, Inc. v. Smith, 964 So. 2d 1, 9 (Ala. 2007) (quoting Butler v. Town of Argo, 871 So. 2d 1, 20 (Ala. 2003), quoting in turn Dykes v. Lane Trucking, Inc., 652 So. 2d 248, 251 (Ala. 1994)). Therefore, that particular argument of Crowder's cannot serve as the basis for reversing the probate court's judgment denying his Rule 60(b)(4) motion. ²

²Crowder has waived the argument by failing to support it with any authority, but we do note that Justice See provided the following discussion of what constitutes a "signature" in his special writing in Progressive Specialty Insurance Co. v. Gore, 1 So. 3d 996, 1000 (Ala. 2008)(See, J., concurring specially):

"The Supreme Court of Rhode Island recently discussed what constitutes a 'signature.' Carrozza v. Carrozza, 944 A.2d 161 (R.I. 2008). In that case, the question was the validity of a grantor's 'signature' on a deed when the 'signature' 'was printed on the [deed] in separate block letters, rather than in cursive adjoining letters.' Carrozza, 944 A.2d at 165. The court noted:

"'Black's Law Dictionary defines the term "signature" as "A person's name or mark written by that person or at that person's direction."

Next, Crowder argues that the testimony he offered at the September 28, 2022, hearing in the probate court demonstrates "that he did NOT sign the certified mail receipt." Crowder's brief at p. 11 (capitalization in original). Crowder's testimony, however, indicated only that he did not receive a notice from the probate court indicating that he "needed to be in court on a specific day and time" Crowder was not asked about, and offered no testimony concerning, whether he had received service of the redemption petition. Significantly, Crowder was not asked about, and offered no testimony concerning, the handwritten

Black's Law Dictionary 1415 (8th ed. 2004). We are further persuaded by the more explicit entry in the dictionary's sixth edition, in which the term "signature" was defined quite broadly. "A signature may be written by hand, printed, stamped, typewritten, engraved, photographed, or cut from one instrument and attached to another" Black's Law Dictionary 1381 (6th ed. 1990). The validity of a signature, therefore, does not turn on the form of the mark; indeed any mark will suffice, as long as that mark is adopted as one's own.'

"944 A.2d at 195. See also Guam Election Comm'n v. Responsible Choices for All Adults Coal., 2007 Guam 20 ¶ 68 (2007) ('A "signature" is "1. A person's name or mark written by that person or at the person's direction"' (quoting Black's Law Dictionary 1387 (7th ed.1999)))."

name "C. Crowder" that appears on the return receipt indicating that the redemption petition had been served on an individual at 809 Brook Highland Lane, Birmingham, AL 35242. Moreover, Crowder's testimony indicated that he had received multiple correspondences that had been sent to him at his address at 809 Brook Highland Lane, Birmingham, AL 35242. The testimony that Crowder relies upon does not indicate that he did not receive service of the redemption petition.

Next, Crowder argues, for the first time on appeal, that several of the documents in the record contain Crowder's signature, which, Crowder argues, looks very different from the handwritten "C. Crowder" appearing on the return receipt. Crowder did not raise that particular argument below, and, thus, we need not consider it now. Fox Alarm Co. v. Wadsworth, 913 So. 2d 1070, 1076 (Ala. 2005) ("This Court will not consider an argument raised for the first time on appeal. Andrews v. Merritt Oil Co., 612 So. 2d 409, 410 (Ala. 1992)."). Moreover, as already noted, Crowder has presented no evidence pertaining to the genuineness of the signature that appears on the return receipt indicating that the redemption petition was served on "C. Crowder." Crowder's argument is unconvincing.

Next, Crowder argues that he "proved that he did not live at the address where the certified mail was delivered at the time that it was delivered." Crowder's brief at p. 11. Crowder states that he used to live at 809 Brook Highland Lane, Birmingham, AL 35242, but that he moved from that address on August 15, 2021. The only evidence presented below indicating that Crowder no longer lived at 809 Brook Highland Lane, Birmingham, AL 35242, at the time that the redemption petition was served on an individual at that address is the "residential ledger" from "Dasmen Residential." As set forth above, that document indicates that it is related to Crowder's residency at 809 Brook Highland Lane, Birmingham, AL 35242, and it has a field on it that states: "Move Out: 08/15/2021." To be sure, that is some evidence that Crowder did not reside at 809 Brook Highland Lane, Birmingham, AL 35242, at the time that process was served at that address. On the other hand, the return receipt produced into evidence indicates that "C. Crowder" signed for the receipt of service of process of the redemption petition, and Crowder has produced no evidence indicating that the handwritten "C. Crowder" is not his signature. Further, it is undisputed that, after August 15, 2021, Crowder received and responded to several correspondences from Blevins

and Blevins's trial attorney. In letters dated January 10, 2022, and February 9, 2022 -- after Crowder allegedly moved from the residence located at 809 Brook Highland Lane, Birmingham, AL 35242, on August 15, 2021 -- Crowder expressly listed his address as "809 Brook Highland Ln Birmingham, AL 35242." Additionally, after Crowder allegedly moved from the residence located at 809 Brook Highland Lane, Birmingham, AL 35242, on August 15, 2021, Crowder signed a lease on April 7, 2022, in his capacity as the agent of QF Renovations, listing his mailing address as 809 Brook Highland Lane, Birmingham, AL 35242. The evidence thus supports the probate court's conclusion that Crowder was properly served with the redemption petition.

Crowder cites Dennis v. Still Waters Residential Ass'n, Inc., 18 So. 3d 959 (Ala. Civ. App. 2009), in support of his argument that he was not properly served with the redemption petition. In Dennis, a plaintiff sued a defendant and attempted to serve the defendant with the complaint at a particular address via certified mail. The complaint was delivered via certified mail to someone, but the return receipt was undisputedly signed by a person other than the defendant. The defendant never responded to

the plaintiff's complaint, and, upon the plaintiff's motion, the trial court entered a default judgment against the defendant.

The defendant later filed a motion requesting that the trial court vacate the default judgment entered against her pursuant to Rule 60(b)(4). The defendant argued "that the default judgment was void because, she said, the trial court lacked jurisdiction over her because, she said, she had not been served with process." Dennis, 18 So. 3d at 960. The defendant denied having signed the return receipt. The trial court denied the defendant's Rule 60(b)(4) motion, and the defendant appealed.

On appeal, the defendant argued "that the trial court erred in denying her Rule 60(b)(4) motion because, she says, the default judgment was void because, she says, she was never served with process, and, therefore, she argues, the trial court lacked jurisdiction to enter the default judgment." Dennis, 18 So. 3d at 961. The Court of Civil Appeals agreed with the defendant's argument, stating:

"In the case now before us, [the defendant] denied signing the receipt for the process and introduced evidence tending to prove that she had ceased living at the address to which the process was mailed before [the plaintiff] sued her. [The plaintiff] did not introduce any evidence proving that [the defendant] signed the receipt, that [the defendant] lived at the address to which the process was mailed on the date the process was delivered to that address, that the person who

signed the receipt was a person of suitable age and discretion who resided at [the defendant's] dwelling house or usual place of abode, that the person who signed the receipt was an agent authorized by appointment or by law to receive service of process on behalf of [the defendant], or that [the defendant] actually received the summons and complaint in time to avoid a default. Accordingly, [the plaintiff] failed to meet its burden of proving that it properly served [the defendant] in accordance with Rule 4(c)(1) and Rule 4(i)(2)(C)[, Ala. R. Civ. P]."

Dennis, 18 So. 3d at 961-62. The Court of Civil Appeals reversed the trial court's judgment denying the defendant's Rule 60(b)(4) motion.

The present case is distinguishable from Dennis. In Dennis, the only evidence presented indicating that the defendant had been properly served with process was a return receipt signed by someone other than the defendant. There was no evidence presented indicating that the person who signed the return receipt was authorized to receive service of process on behalf of the defendant. In the present case, however, Blevins presented evidence indicating that service of process had been sent to a known address for Crowder, that the process had been delivered to an individual at that address, and that that individual had signed "C. Crowder" on the return receipt; that was sufficient evidence to prove that Crowder had been properly served with process under Rule 4. Crowder did not, at any point during the proceedings in the probate court, deny

having received service of process and did not deny that the signature on the return receipt was not his own. Instead, Crowder denied having received notice of a hearing, argued that the handwritten "C. Crowder" was no signature at all, and presented evidence indicating that he had moved from the residence located at 809 Brook Highland Lane, Birmingham, AL 35242, before Blevins filed the redemption petition. Crowder's evidence indicating that he had moved from the residence located at 809 Brook Highland Lane, Birmingham, AL 35242, however, is belied by the fact that he undisputedly received numerous correspondences at that address after he claimed to have moved and expressly listed that address as his address in correspondences that he sent to Blevins and her trial attorney.

In short, the facts in Dennis indicated that there was no evidence to support the trial court's conclusion that the defendant in that case had been properly served. The facts in the present case, however, indicate that Blevins presented sufficient evidence to prove that she had properly served Crowder with process, and Crowder failed to present sufficient evidence rebutting Blevins's evidence. Dennis is distinguishable, and the result reached in that case does not control under the factual situation

presented in the present case. Based on our de novo review, we determine that the probate court's judgment on the merits is valid and that the probate court properly denied Crowder's Rule 60(b)(4) motion.

Conclusion

Based on the foregoing, we conclude that Crowder's notice of appeal concerning the probate court's judgment on the merits was not timely filed to invoke the jurisdiction of this Court and, thus, we dismiss that aspect of his appeal. Crowder did timely appeal the probate court's May 9, 2023, order denying his Rule 60(b)(4) motion requesting that the probate court set aside the judgment on the merits as void, but he has not demonstrated that the probate court's judgment on the merits is void. Therefore, we affirm the probate court's May 9, 2023, judgment denying Crowder's Rule 60(b)(4) motion.

APPEAL DISMISSED IN PART; AFFIRMED.

Parker, C.J., and Shaw, Bryan, and Mitchell, JJ., concur.