

20100319000080300 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
03/19/2010 08:30:02 AM FILED/CERT

0091230000474810 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/30/2009 08:49:23 AM FILED/CERT

*Rerecording to correct date  
of death.*

This Instrument Prepared By:

Lynn Campisi

Lynn Campisi, P. C.

3008 Pump House Road

Birmingham, AL 35243

Send Tax Notice To:

1001 Preston Place  
Chelsee AL 35043

## DEED OF DISTRIBUTION

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

THIS DEED made and entered into the 3 day of September, 2009, by **Miranda Leann Harrison**, as Executrix of the Estate of **Jack Lee Harrison, Jr.**, deceased (herein referred to as Grantor), and **Miranda Leann Harrison**, (herein referred to as Grantee).

### RECITALS:

*MLH* 1. **Jack Lee Harrison, Jr.**, (herein referred to as Decedent), died testate on the 20<sup>th</sup> day of March 200~~8~~<sup>9</sup>. His Last Will and Testament was admitted to record in the Probate Court of Shelby County, Alabama on April 21, 2008, under Case Number 08-279 by said Court. Said Court issued Letters Testamentary to **Miranda Leann Harrison** on the 24<sup>th</sup> day of June, 2008, authorizing **Miranda Leann Harrison** to act on behalf of the Estate of the Decedent.

2. Under Article Four of Decedent's Last Will and Testament, **Jack Lee Harrison, Jr.** makes a devise of all of the decedent's property, whether real, personal or mixed, to the decedent's children, **Miranda Leann Harrison** and **John Paul Harrison**, in equal shares.

3. Under Article three of Decedent's Last Will and Testament, decedent directs that his daughter, **Miranda Leann Harrison**, shall have the first right of refusal to purchase said property.

4. Grantor has determined that said real property described herein and made the subject of this conveyance shall be distributed to Grantee according to the terms of the decedent's Last Will and Testament. Grantee takes such property as a satisfaction of a portion of her interest in the Estate of Jack Lee Harrison, Jr.

NOW, THEREFORE, in consideration of the premises, Grantor does hereby Grant, Bargain, Sell and Convey unto the Grantee as follows: All right, title, interest and claim in or to the real estate situated in Shelby County, Alabama, described with particularity, as to-wit:

See "Exhibit A" attached

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Subject to:

Rights or claims of parties in possession not shown by the public records.

Easements, or claims of easements, not shown by public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

Taxes for the year 2003 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.

TO HAVE AND TO HOLD to the said Grantee, and to her respective successors and assigns, forever.

This instrument is executed by the Grantor solely in his representative capacity named herein, and neither this instrument nor anything contained herein shall be construed as creating any indebtedness or obligation on the part of the Grantor in his individual capacity, and the Grantor expressly limits his liability hereunder to the property now or hereafter held by him in his representative capacity named.

IN WITNESS WHEREOF the Grantor has executed this conveyance by setting her signature hereto this the 3 day of September, 2009.

**THE ESTATE OF JACK LEE HARRISON, JR.,**  
Decedent

Miranda Harrison  
**Miranda Leann Harrison, - Executrix**

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STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said State in said County, hereby certify that **Miranda Leann Harrison**, whose name as Executrix of the Estate of **Jack Lee Harrison, Jr.**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in her representative capacity as such Personal Representative on the day the same bears date.

Given under my hand and official seal this the 3 day of September,  
2009.

Zimbrannon  
Notary Public: \_\_\_\_\_  
My Commission Expires: MY COMMISSION EXPIRES AUGUST 19, 2012

(SEAL)



**Exhibit A**

Lot 6-126, according to the Plat of Chelsea Park 6<sup>th</sup> Sector, as recorded in Map Book 37, Page 13 in the Probate Office of Shelby County, Alabama

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 6<sup>th</sup> Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$80,000.00 as was the consideration as was paid from the proceeds of a mortgage loan.

Title is vested in Thornton New Home Sales, Inc., as survivor in its merger with Chelsea Park Homes, Inc.

Subject to: (1) Ad valorem taxes due and payable October 1, 2008 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 37 page 13 and Instrument No. 20041014000566950 and Instrument No. 20041014000566960 in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.