

Document Prepared By:
Shannon R. Crull, P. C.
3009 Firefighter Lane
Birmingham, Alabama 35209

Send Tax Notice To:
Ken Smith
170 Sequoia St
Montevallo, AL
35115

WARRANTY DEED
With Right of Survivorship

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS: THAT IN CONSIDERATION of One Hundred One Thousand and NO/100 Dollars (\$101,000.00) to the undersigned, Two Springs Properties LLC, an Alabama Limited Liability Company, (herein referred to as Grantor) in hand paid by the Grantee herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, sell, bargain and convey unto Ken Smith and Carol Smith, (herein referred to as Grantees whether one or more), for and during their joint lives as joint tenants with rights of survivorship and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder or right of reversion, the following described real estate, situated in SHELBY County, Alabama to wit:

A parcel of land situated in the southwest quarter of the northwest quarter of Section 16, Township 22 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 of Dixie Rising Subdivision, recorded in Map Book 43, Page 150, said point being a 1/2 inch rebar located on the eastern right of way of Shelby County Highway 42 (80' right of way), thence along said right of way North 45° 17' 53" West for a distance of 613.61 feet; thence leaving said right of way North 37° 55' 42" East for a distance of 90.18 feet; thence North 17° 49' 46" East for a distance of 559.55 feet to a point on a curve to the right having a radius of 155.61 feet, with a chord bearing of North 48° 53' 56" East and a chord distance of 172.86 feet; thence along said curve an arc distance of 183.26 feet to a point on a curve to the left having a radius of 146.55 feet with a chord bearing of South 26° 28' 33" East and a chord distance of 209.01 feet; thence along the arc of said curve for a distance of 232.69 feet; thence South 69° 08' 26" East for a distance of 224.33 feet to a point on curve to the right having a radius of 126.15 feet with a chord bearing of South 36° 57' 24" East and a chord distance of 130.16 feet; thence along the arc of said curve a distance of 136.76 feet to a point on a curve to the left having a radius of 176.16 with a chord bearing of South 23° 27' 55" East and a chord distance of 135.07 feet; thence along the arc of said curve a distance of 138.62 feet; thence South 57° 38' 19" East for a distance of 130.69 feet to a point on a curve to the right having a radius of 91.76 feet with a chord bearing of South 35° 39' 46" East with a chord distance of 71.34 feet; thence along the arc of said curve a distance of 73.27 feet; thence South 12° 47' 10" East for a distance of 75.00 feet; thence South 41° 03' 28" West for a distance of 592.30 feet to the north line of said Lot 1 of Dixie Rising Subdivision; thence along said north line South 87° 43' 11" West for a distance of 175.00 feet to the POINT OF BEGINNING.

Now known as: Lot 1 in Two Springs Subdivision as shown on the plat recorded in Map Book 47, Page 12, in Shelby County, Alabama.

Subject to:

1. Ad Valorem Taxes for the current tax year, which Grantee herein assumes and agrees to pay.
3. Easements, set back lines, restrictions, covenants, mineral and mining rights.
4. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel, in on or under subject property.
5. Restrictions, reservations, agreements, covenants, conditions, easements, set back lines, right of ways, and limitations shown of record.
6. 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.
7. Restriction/Easement recorded in Official Records Instrument 20050418000180080, of the Probate Records of Shelby County, Alabama.
8. Restriction/Easement recorded in Official Records Instrument 20050426000198680, of the Probate Records of Shelby County, Alabama.
9. Declaration of Vacation of Street or Alley recorded in Official Records Instrument 20130910000367910, of the Probate Records of Shelby County, Alabama.
10. Resolution #13-10-28-08 recorded in Official Records Instrument 20131108000440870, of the Probate Records of Shelby County, Alabama.
11. There is an Easement Order recorded in Instrument No. 20050418000180080 and Amended Order in Instrument No. 20050426000198680 in the Probate Office of Shelby County.
12. Restrictions, easements, setback lines and covenants as shown on the plat recorded in Map Book 47, Page 12.
13. The first floor area or main floor area of any main structure, exclusive of one story open porches and garages or carports, shall not be less than 1,800 (Eighteen hundred) square feet in the case of a one story structure; in the case of a one-half (1-1/2) story, there must be a minimum of 2,000 (Two Thousand) square feet, with the main

level being no less than 1,000 (One Thousand) square feet; in the case of a two (2) story, there must be a minimum of 2,000 (Two Thousand) square feet, with the main level being no less than 1,000 (One Thousand) square feet. In the event a house is constructed in tri-level that is, the main level having split level or different height and/or elevation, then the main level shall be considered to be the ground level and said upper level of that particular floor, to the exclusion of any level beneath or below said main level. That is to say, that no basement footage will or can be considered as main level footage, for the purpose of this restriction. Mobile homes are not allowed under any circumstances.


14. No building shall be located on any lot nearer than 100 feet to the front lot line. For all lots larger than 10 acres; No building shall be located nearer than 100 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 100 feet to the rear lot line. For the purposes of this restriction, caves, steps, and open porches shall not be considered as a part of a building.
15. No temporary structures shall be allowed. No mobile home, manufactured home or manufactured housing, camper, motor home, travel trailer, boat, car, bus, boxcar, shipping container, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; nor, shall any used residence or other used structure be moved onto any lot.
16. This lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No refuse burning shall be permitted on any lot.
17. Only generally accepted residential, horse, or specific agricultural fencing not exceeding 4 feet in height is allowed across lot front lines. No game fencing, razor wire, or otherwise commercial fencing of any kind is allowed. Chain link fencing shall not be allowed on front lot lines.
18. Only domesticated animals are allowed. No more than one domesticated animal per acre, not to exceed ten domesticated animals. No more than one rooster is allowed per lot.
19. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from the governing authorities.
20. The lot shall be for residential use only.
21. Two Springs Properties, LLC, or any utility authorized by it, reserves a thirty (30) foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining, and repairing utility lines and equipment, and for water mains and storm drains, and other general use facilities; provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies.
22. Removal of timber from lots is allowed and requires the approval of the Two Springs Properties, LLC, and a bond from the timber removal company or the individual land owner. The lot owner shall be responsible for any damage done to the roads or common areas or to any lot in the subdivision.
23. This lot shall not be subdivided for twenty (20) years from the date of this deed.

None of the above consideration was secured by and through the purchase money mortgage closed and recorded herewith.

TO HAVE AND HOLD to the said Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And said Grantor does for itself, its successors and assigns, covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, Jon B. Patrick, who is authorized to execute this conveyance, has hereto set his signature and seal on the date stated in the notary acknowledgement, however, the same shall not be effective until the 21st day of December, 2016.

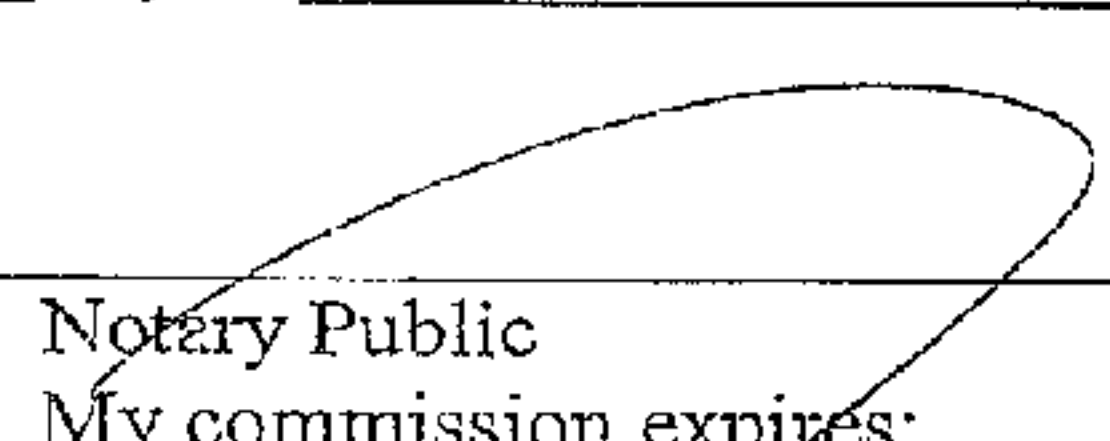
 (SEAL)
Two Springs Properties, LLC, an Alabama Limited Liability Company
By: Jon B. Patrick
Its: Managing Member

STATE OF AL
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that **Jon B. Patrick**, whose name as **Managing Member of Two Springs Properties, LLC**, is signed to the foregoing deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such Managing Member and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 21st day of December, 2016




Notary Public
My commission expires:

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Burt
 Mailing Address 5156 Wellshire Pl
Dunwoody, GA 30338

Grantee's Name Ken Smith
 Mailing Address 170 Sequoia ST
Montevallo, AL 35115

Property Address 15 Acres SE Border
B/w Brown Rd +
Co Rd 42
AL

Date of Sale 12-21-16
 Total Purchase Price \$ 101,000
 or
 Actual Value \$ _____
 or
 Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 12-21-16

Print James G. ...

Sign [Signature]
 (Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 12/22/2016 09:11:59 AM
 \$122.00 CHERRY
 20161222000466980

Print Form

Form RT-1

[Signature]