

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

IN RE:	)	
	)	BANKRUPTCY CASE NO:
GRETA M. FAULKNER,	)	17-03623-TOM-7
	)	
Debtor.	)	
	)	
ANDRE M. TOFFEL, TRUSTEE,	)	
	)	
Plaintiff.	)	
	)	ADVERSARY PROCEEDING NO.:
vs.	)	17-92
	)	
WADE FAULKNER,	)	
	)	
Defendant.	)	

**TRUSTEE'S DEED**

This Deed executed this the 17th day of January, 2018, by André M. Toffel, as and only as the Trustee of the above named debtor's bankruptcy estate ("Toffel"), be it therefore witnesseth that:

**WHEREAS**, Greta M. Faulkner filed a bankruptcy proceeding in the United States Bankruptcy Court for the Northern District of Alabama Southern Division on August 23, 2017, assigned case number 17-03623-TOM-7, being a proceeding under Chapter 7.

**WHEREAS**, Toffel was appointed Trustee of the bankruptcy estate by Order of the Bankruptcy Court, and Toffel having qualified as such Trustee, and entered into a proper bond, and Toffel having continued to act and now acting and serving in such capacity as Trustee.

**WHEREAS**, the Trustee did file a motion for authority to sell the property described in Exhibit A to Wade Faulkner in the above bankruptcy case.

**WHEREAS**, the Bankruptcy Court did authorize said sale by the Order attached hereto and incorporated herein as Exhibit B dated the 16<sup>th</sup> day of January, 2018.

**NOW THEREFORE**, Toffel, as and only as Trustee of the bankruptcy estate of Greta M. Faulkner, in consideration of the power and authority vested in him as Trustee, and upon the payment to him of the sum of \$175,000.00, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and convey to Wade Faulkner, ("Grantee"), all his right, title, interest and claim in and to the property described in Exhibit A.

TOFFEL HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE REAL PROPERTY SUBJECT OF THIS CONVEYANCE WHICH HAS BECOME ANY BASIS OF THE BARGAIN MADE OR HAS CREATED OR AMOUNTED TO AN EXPRESSED WARRANTY THAT THE REAL PROPERTY DESCRIBED HEREIN ABOVE CONFORMS TO ANY SUCH AFFIRMATION OR PROMISE.

TOFFEL IS SELLING THE ABOVE-DESCRIBED REAL PROPERTY "AS IS, WHERE IS", AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH REAL PROPERTY.

TO HAVE AND TO HOLD, said real property unto said Grantee, Wade Faulkner, his heirs and assigns, forever.

WITNESS WHEREOF, Toffel has hereunto set his hand and seal on this the 17<sup>th</sup> day of January, 2018.

André M. Toffel as Trustee  
André M. Toffel, as and only as Trustee of  
the Bankruptcy Estate of Greta M. Faulkner

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a notary public in and for said state and county, hereby certify that André M. Toffel, whose name as Trustee of the bankruptcy estate of Greta M. Faulkner, is signed to the foregoing Trustee's Deed, and who is known to me, acknowledged before me on this date, he, in his capacity as Trustee, executed the same voluntarily on the date same bears date.

Given under my hand and seal this the 17<sup>th</sup> day of January, 2018.

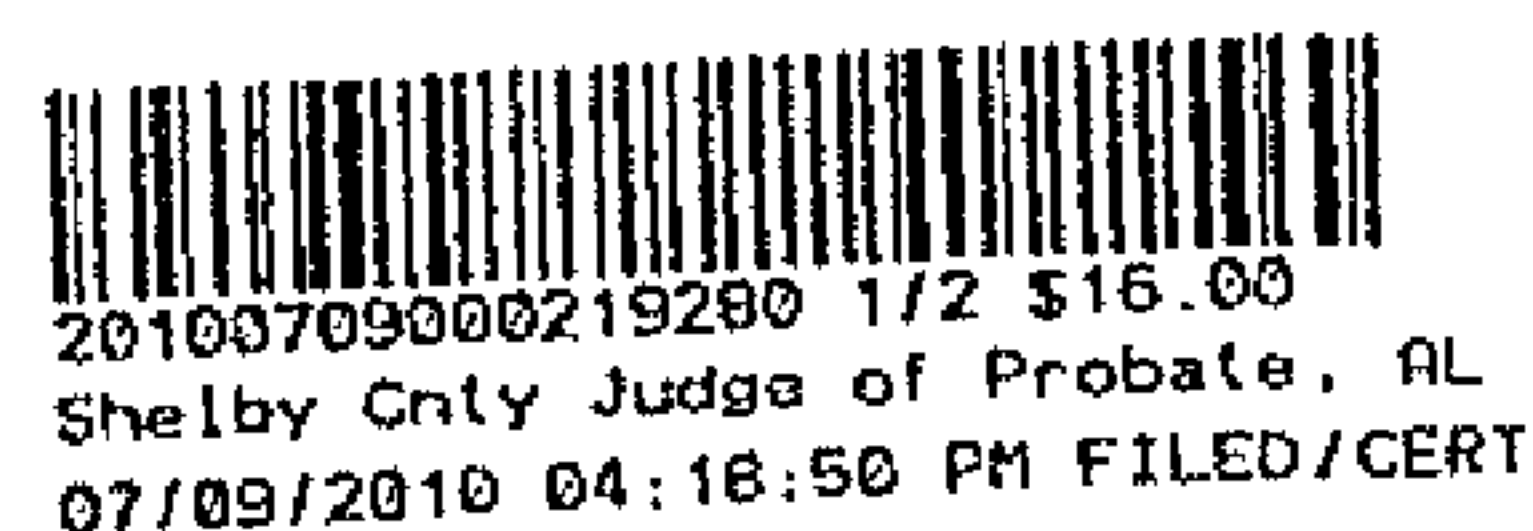
David R. Craft  
Notary Public  
My Commission expires: 2/27/20

**WARRANTY DEED**

**Joint tenants with right of survivorship**

**STATE OF ALABAMA**

**SHELBY COUNTY**



KNOW ALL MEN BY THESE PRESENTS, That in consideration of **One Hundred, Eighty Six Thousand and no/100's Dollars (\$186,000.00)** to the undersigned grantor,

**JOHN W. BOONE, a married man**

in hand paid by the grantee herein, the receipt whereof is hereby acknowledged the said grantors grant, bargain, sell and convey unto

**WADE FAULKNER and GRETA FAULKNER**

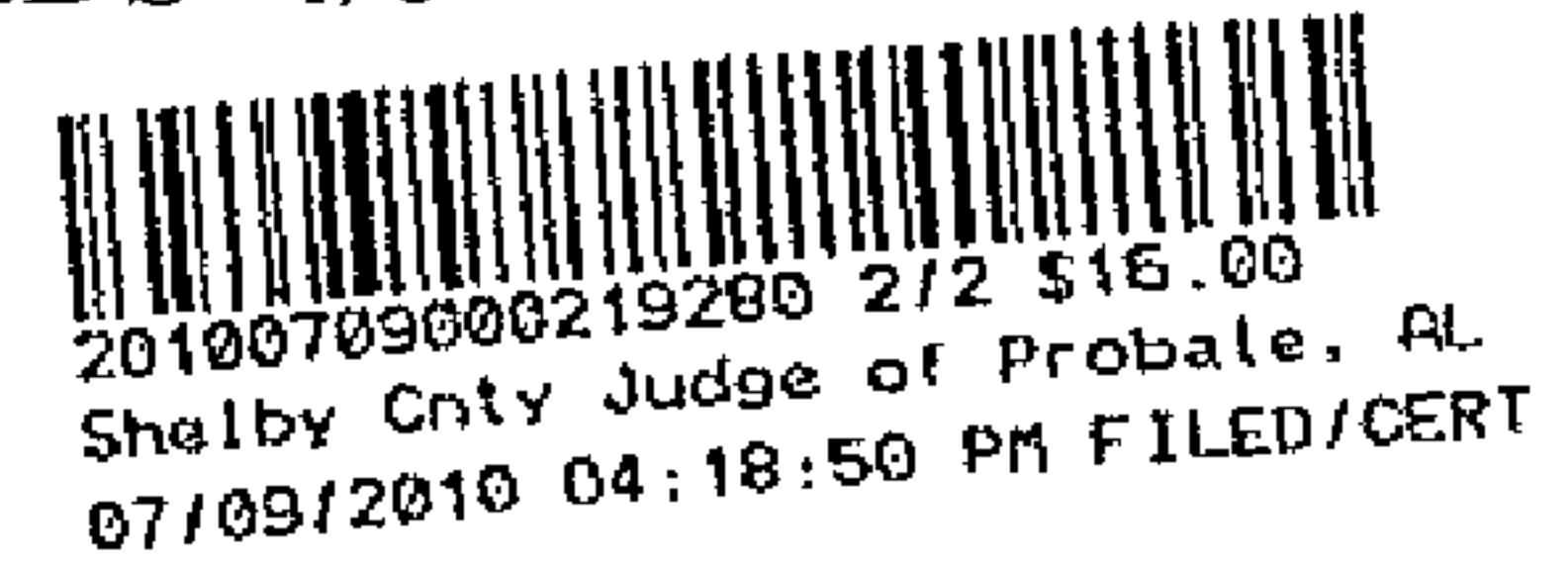
as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama and run thence South 88 degrees, 7 minutes, 26 seconds East along the North line of said quarter - quarter section a distance of 67.67 feet to a found rebar corner and the point of beginning of the property being described; thence continue last described course along an existing fence line a distance of 454.48 feet to a found rebar corner; thence run South 37 degrees, 9 minutes, 17 seconds West along an existing fence line a distance of 739.81 feet to a found rebar; thence run South 28 degrees, 20 minutes, 45 seconds West a distance of 20.02 feet to a found solid bar corner in the centerline of a thirty foot roadway easement; thence run North 5 degrees, 59 minutes, 35 seconds West along said centerline of said easement a distance of 534.04 feet to a found rebar corner; thence run North 32 degrees, 26 minutes, 23 seconds East along centerline of said thirty foot roadway easement a distance of 107.84 feet to the point of beginning.

Situated in Shelby County, Alabama.

Subject to:

1. 2010 and subsequent years ad valorem taxes
2. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by public records
3. Proceedings by any public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
4. Any facts, rights, interests or claims that are not shown by the public records but that could be ascertained by an inspection of the land or that may be asserted by persons in possession of the land.
5. Easements, liens, encumbrances or claims thereof, not shown by public record.
6. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the land and not shown by public records.
7. Any mineral or mining rights leased, granted or retained by current or prior owners.
8. Easement granted to Dennis E. Kizziah as recorded in real Volume 207, Page 307.
9. Easement for road as set forth in Instrument #2002-41489.



The above described property is not the homestead of the grantor or his spouse.

All of the consideration is paid by a Purchase Money Mortgage filed simultaneously herewith.

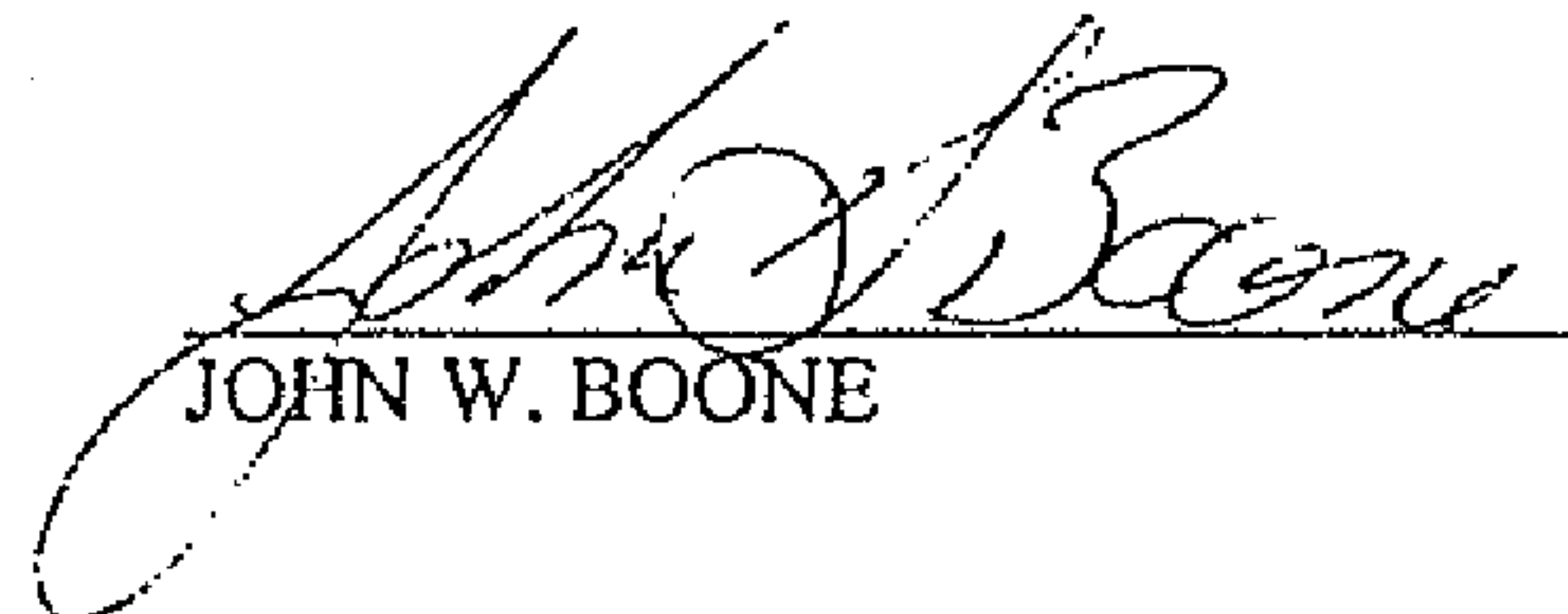
TO HAVE AND TO HOLD, to the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one or more grantees herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I do, for myself and for my heirs, executors and administrators covenant with the said grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators 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, I have hereunto set my hand and seal, this the 2nd day of July, 2010.

WITNESS:

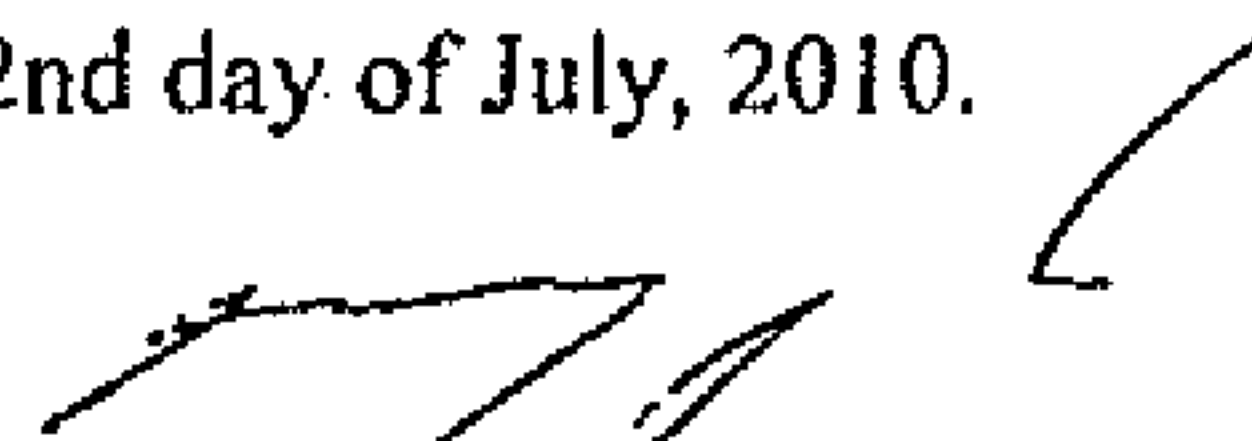
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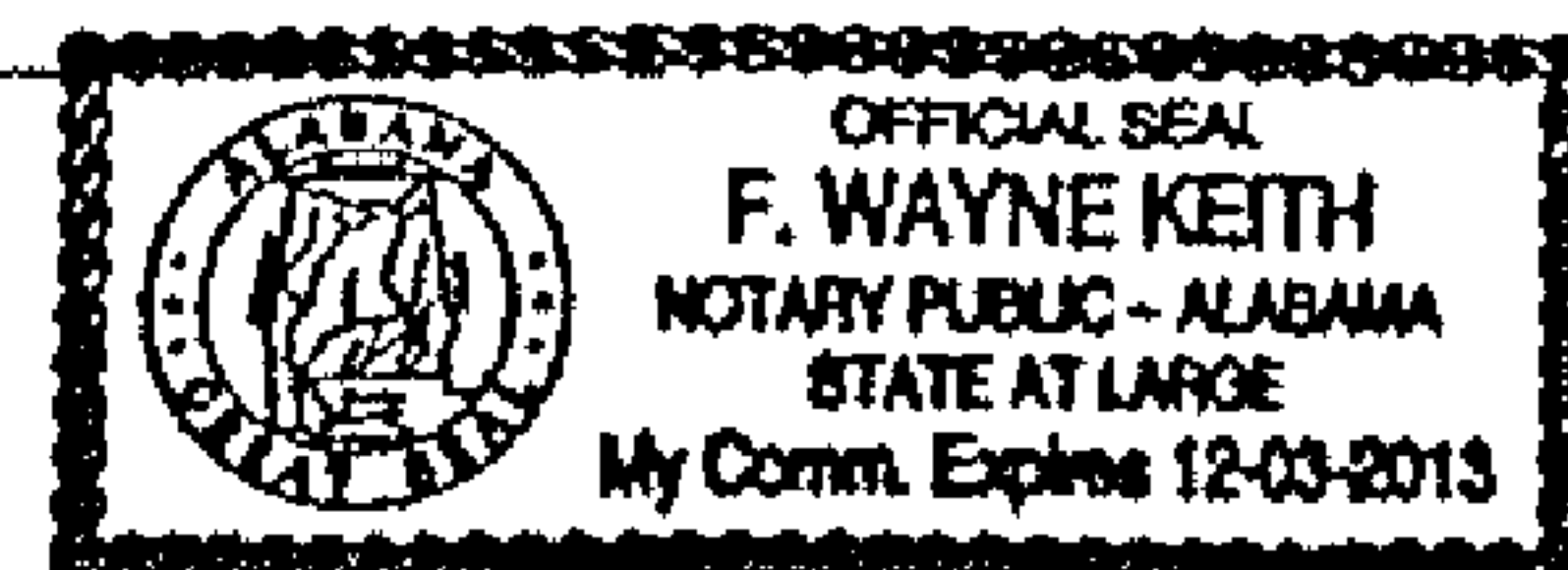
  
JOHN W. BOONE

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that John W. Boone, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 2nd day of July, 2010.

  
Notary Public



THIS INSTRUMENT WAS PREPARED BY:  
F. Wayne Keith, Attorney  
15 Southlake Lane, Suite 230  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:  
Wade Faulkner  
P.O. Box 172  
Sterrett, Alabama 35147

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

GRETA M. FAULKNER	)	Case No. 17-03623-TOM-7
	)	
Debtor	)	Chapter 7
	)	
_____	)	_____
	)	
ANDRE M. TOFFEL, TRUSTEE,	)	
	)	
Plaintiff,	)	Adversary Proceeding No.
	)	
vs.	)	17-00092-TOM
	)	
WADE FAULKNER,	)	
	)	
Defendant.	)	

**ORDER GRANTING JOINT MOTION TO APPROVE COMPROMISE**  
**AND ORDER AUTHORIZING SALE OF PROPERTY OF THE ESTATE**  
**BY PRIVATE SALE**

This matter came for hearing on the 8<sup>th</sup> day of January, 2018 upon the Joint Motion to Approve Compromise and for Authority to Sell Property of the Estate by Private Sale [In the AP, Docket No. 10, and in the Main Bankruptcy Case, Docket No. 36] (the "Motion"). Present at the hearing were Andre M. Toffel (the "Trustee"); William Dennis Schilling, attorney for the Trustee; Daniel D. Sparks, attorney for Wade Faulkner; and Randall May, attorney for Greta M. Faulkner, the Debtor.

The Court having considered the Motion, the filings of record, and the statements of counsel, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. The Motion is GRANTED, and the Compromise is APPROVED.
2. The stay provisions of Bankruptcy Rule 6004(h) are waived and the Trustee is authorized to complete the sale upon entry of this order.

Dated: January 16, 2018

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
United States Bankruptcy Judge



# Real Estate Sales Validation Form

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

Grantor's Name Andrew Toffel  
Mailing Address \_\_\_\_\_

Grantee's Name Wade Faulkner  
Mailing Address 440 Meadowood Lane  
Steele, AL 35247

Property Address 111 Sycamore Drive  
Birmingham, AL 35242

Date of Sale 1-26-18  
Total Purchase Price \$ 175,000.00

or  
Actual Value \$ \_\_\_\_\_

20180322000095580 03/22/2018 02:29:25 PM DEEDS 6/6 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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☐ Closing Statement

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 1-26-18

Print Dawn Bagwell for David P. Condon P.C.  
Sign Dawn Bagwell

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/22/2018 02:29:25 PM  
\$205.00 CHERRY  
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