

20181203000422800
12/03/2018 02:47:58 PM
DEEDS 1/4

This instrument was prepared by:

Joshua L. Hartman
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:

Michael C. Threatt
Jennifer M. Threatt
2017 Kingston Court
Chelsea, AL 35043

WARRANTY DEED - Joint Tenants with Right of Survivorship

STATE OF ALABAMA

COUNTY OF SHELBY

That in consideration of Four Hundred Seventy-Five Thousand and 00/100 (\$475,000.00) DOLLARS to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, we, **Carl M. Howard II**, by Elizabeth M. Howard, his Attorney-in-Fact, and wife, **Elizabeth M. Howard**, and **Rebecca W. Molett** and husband, **James W. Molett**, do hereby grant, bargain, sell and convey unto **Michael C. Threatt** and **Jennifer M. Threatt**, as joint tenants with right of survivorship (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

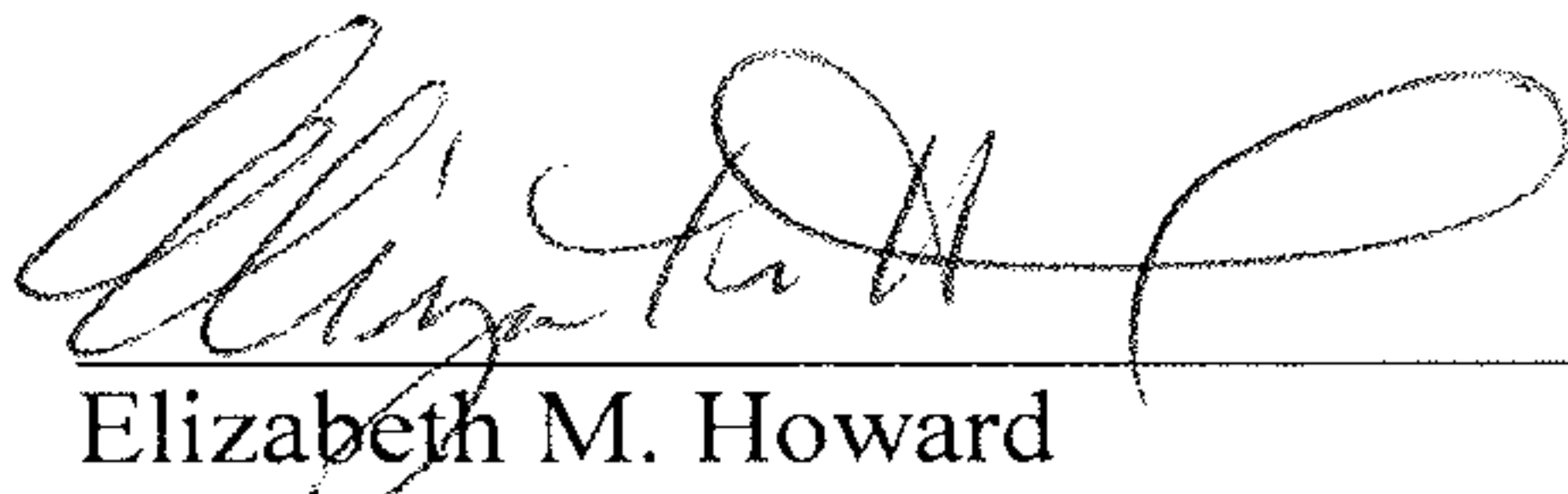
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$451,250 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

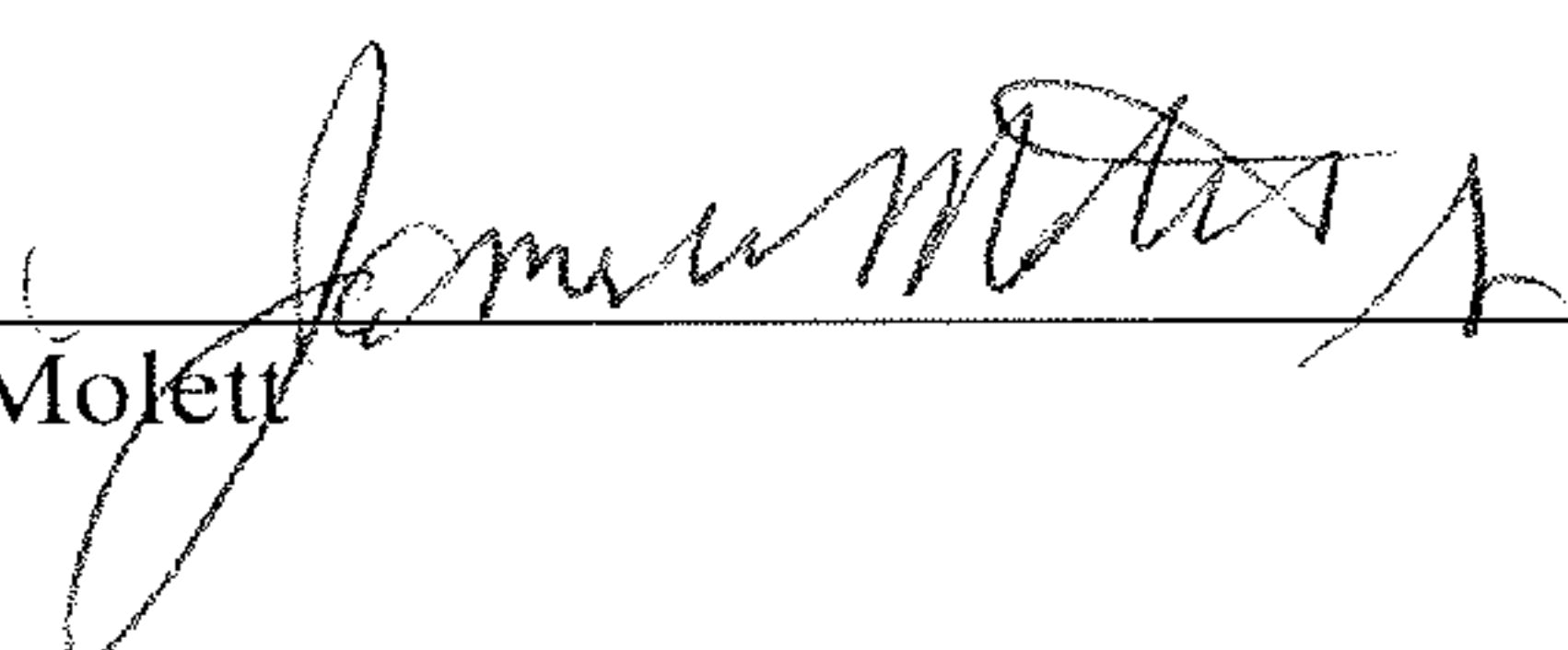
TO HAVE AND TO HOLD unto the said grantees, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee 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.

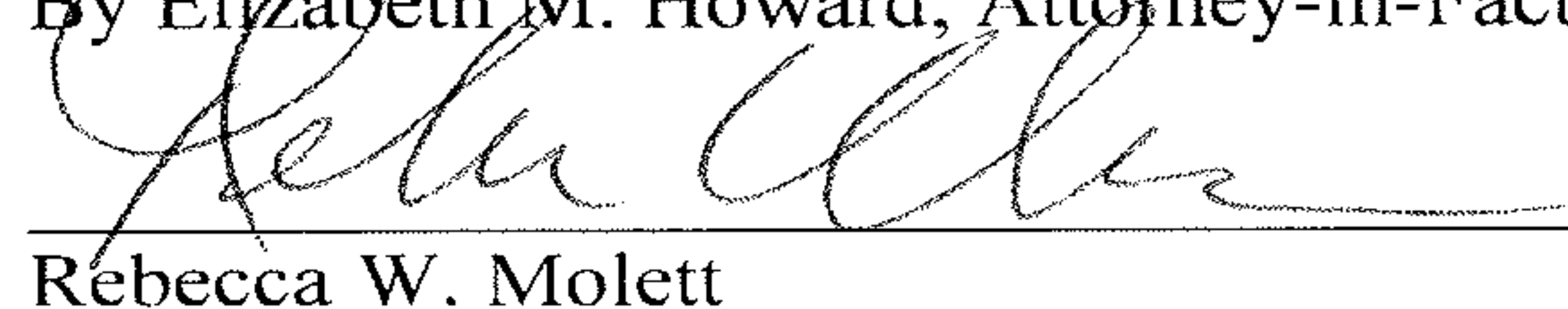
And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our 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, we have hereunto set our hands and seals this 30th day of November, 2018.


Elizabeth M. Howard


Carl M. Howard II
By Elizabeth M. Howard, Attorney-in-Fact


James W. Molett


Rebecca W. Molett

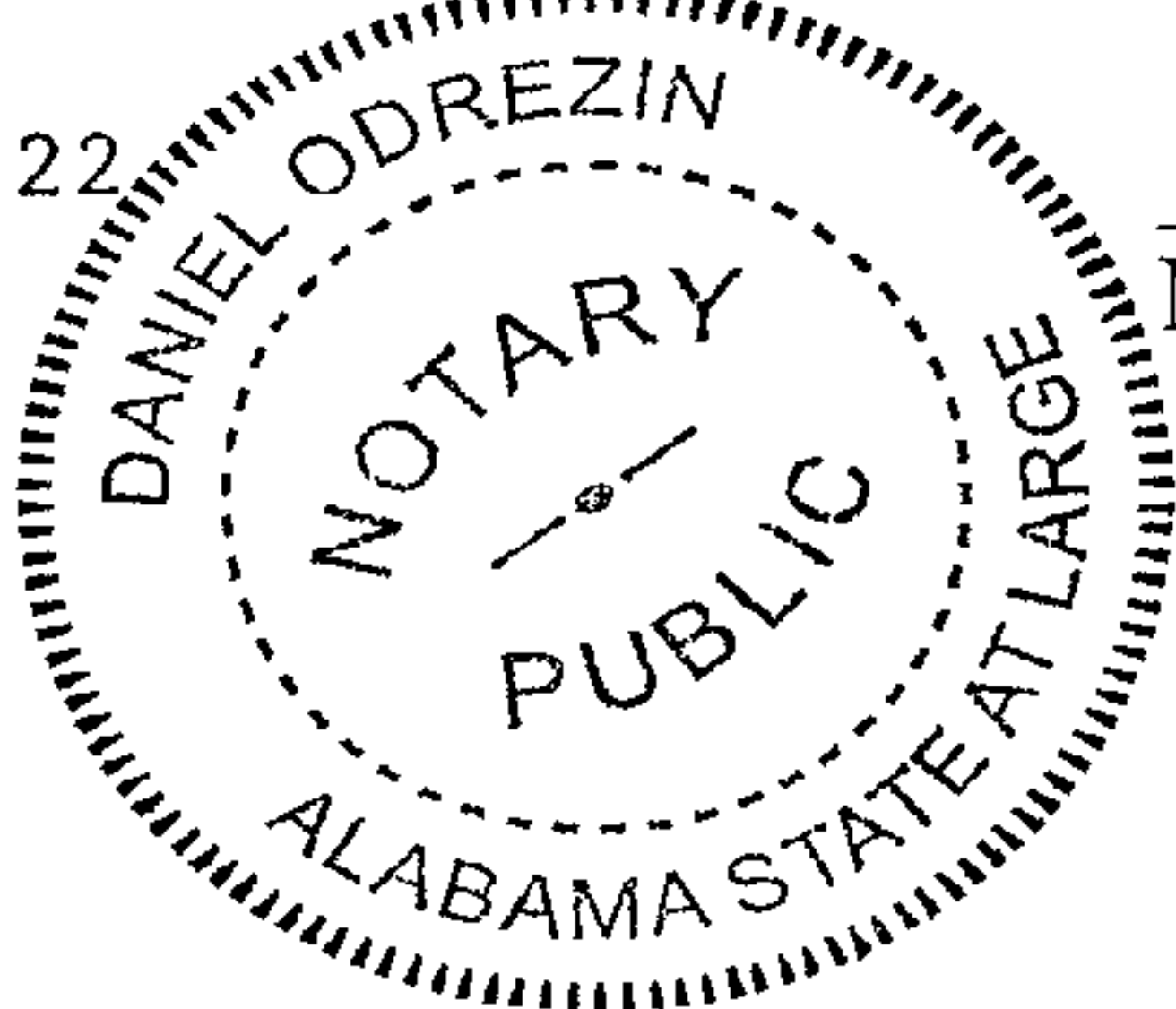
STATE OF ALABAMA)

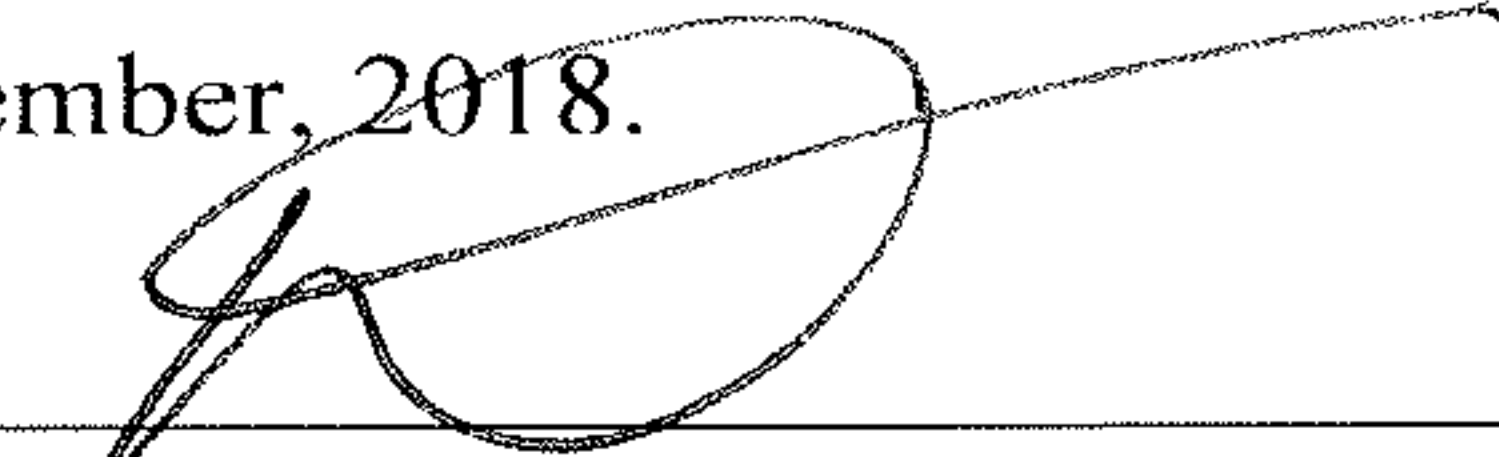
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Elizabeth M. Howard, individually and whose name as Attorney-in-Fact for Carl M. Howard, II, 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 the above and foregoing conveyance, she, individually and as such Attorney-in-Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of November, 2018.

My Commission Expires: 04/03/22





Notary Public

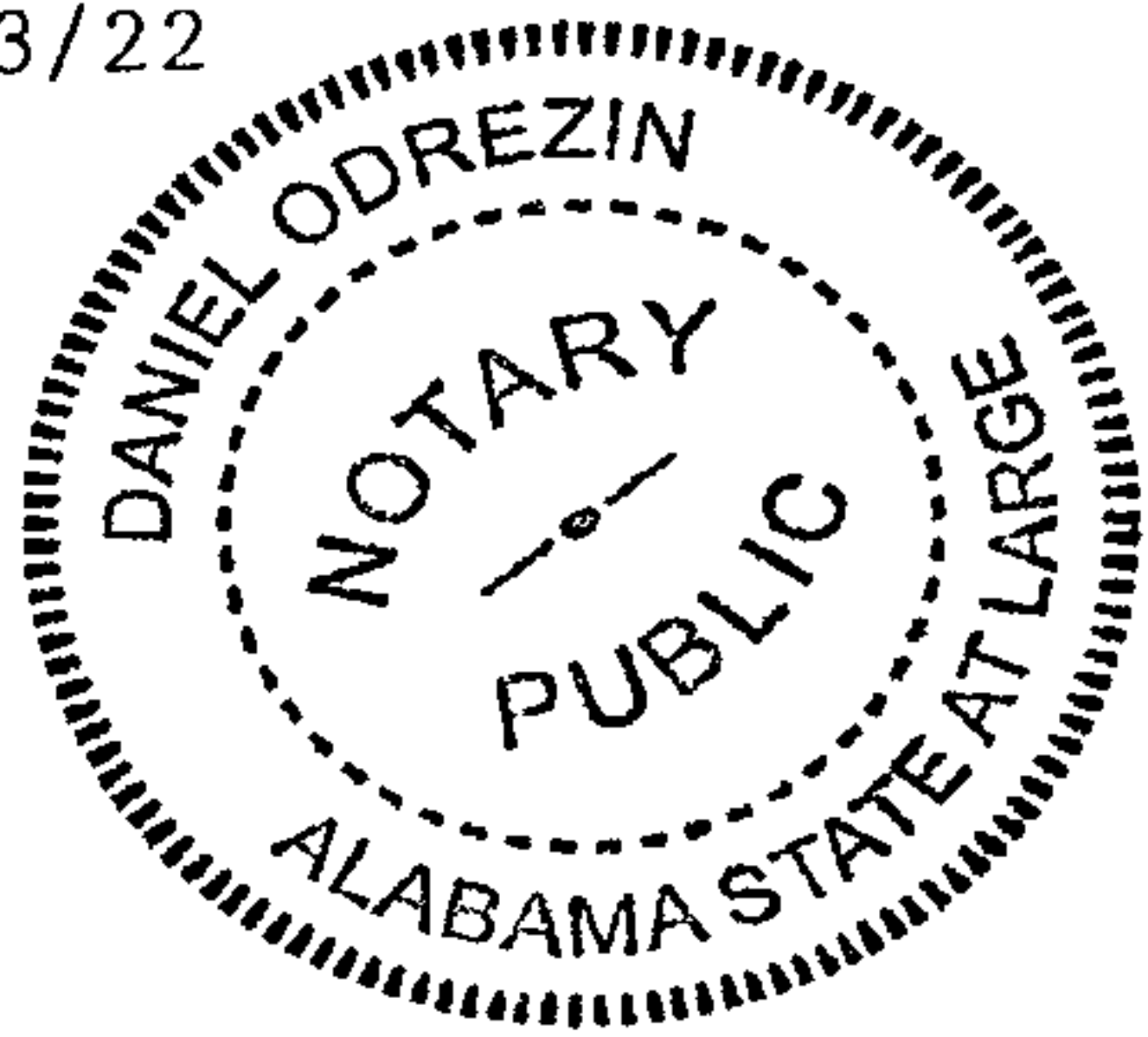
STATE OF ALABAMA)

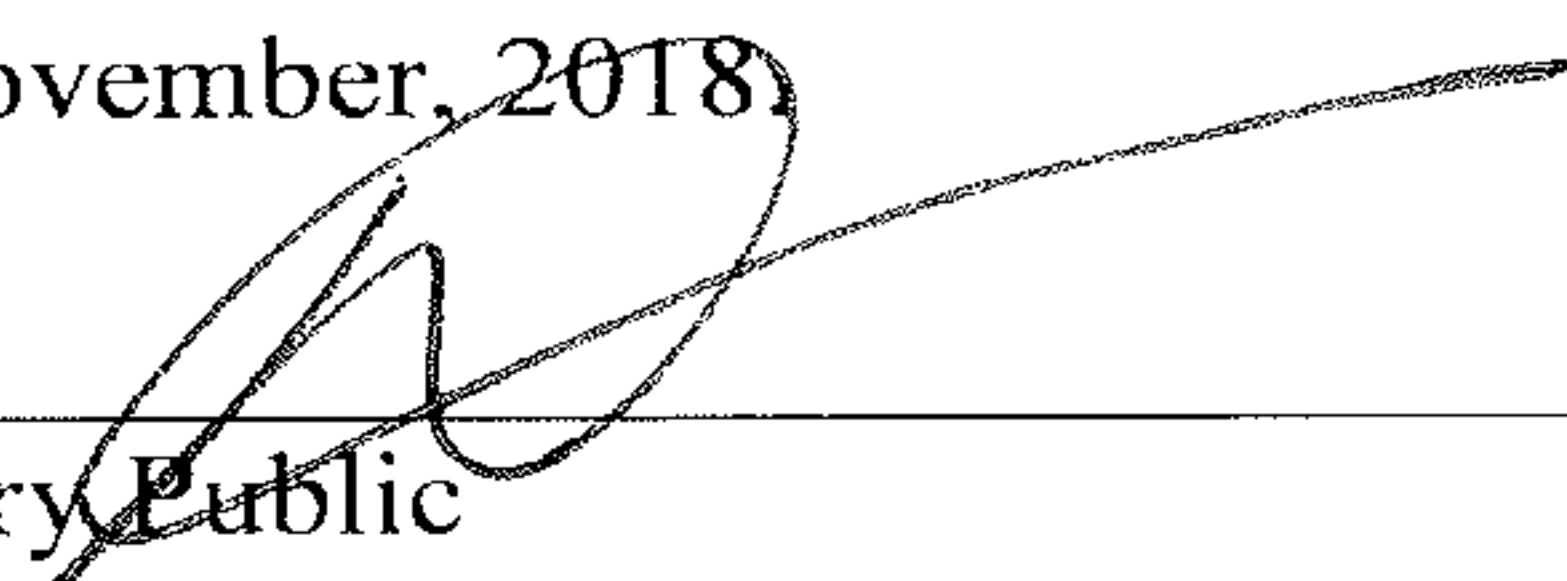
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Rebecca W. Molett and James W. Molett, whose names are signed to the foregoing Mortgage and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of November, 2018.

My Commission Expires: 04/03/22





Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

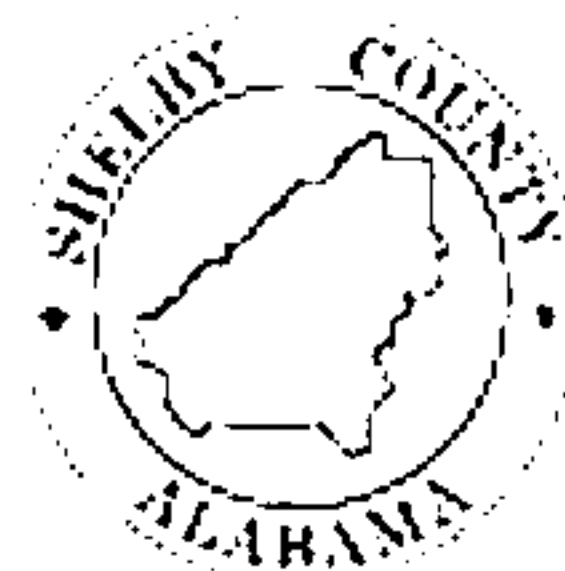
Lot 1-49, according to the Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama

SUBJECT TO: (1) Taxes and assessments for the year 2018 and subsequent years, not yet due and payable; (2) All easements, rights of way, restrictions, covenants, conditions and building setback lines as shown on recorded Survey of Chelsea Park, First Sector Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama; (3) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 244, Page 587, Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in the Probate Office of Shelby County, Alabama; (4) Restriction as noted on Map Book 34, Page 21 A & B; (5) Covenants, Conditions and Restrictions as set forth in the document recorded in Instrument No. 20041014000566950 and Instrument No. 20041026000590790 in the Probate Office of Shelby County, Alabama; (6) Easement agreement as recorded in Instrument No. 20040816000457750; (7) Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990 in said Probate Office; (8) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment District I as recorded in Instrument No. 20050209000065520; (9) Transmission line permit to Alabama Power as recorded in Deed Book 112, Page 111; (10) Easement as recorded in Instrument No. 20040120000033550; (11) Release of Damages as recorded in Instrument No. 20040922000521690 in the Probate Office of Shelby County, Alabama; (12) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20040922000521690 in Probate Office; (13) Sink hole prone area; (14) Right of way easement as recorded in Instrument No. 2000-4454; (15) Easement as recorded in Deed Book 253, Page 324; (16) Restrictive Covenants and grant of Land Easement to Alabama Power Company as recorded in Instrument No. 20050203000056200; (17) Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210; (18) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670; (19) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460; (20) Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980; (21) Grant of easement and restrictive covenants for underground utilities in favor of Alabama Power Company as recorded in Instrument No. 20051031000564080 and Instrument No. 20051031000564110; (22) Distribution easement in favor of Alabama Power Company as recorded in Instrument No. 20051031000564050; Instrument No. 20051031000564090 and Instrument No. 20051031000564100; (23) Right of way granted to BellSouth as set forth in Instrument No. 20050923000496730 in the Office of the Judge of Probate of Shelby County, Alabama.

Real Estate Sales Validation Form

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

Grantor's Name Carl M. Howard II
Rebecca W. Molett
Mailing Address 576 Homestead Drive
Wilsonville, AL 35186
Grantee's Name Michael C. Threath
Jennifer M. Threath
Mailing Address 2017 Kingston Court
Chelsea, AL 35043
Property Address 2017 Kingston Court
Chelsea, AL 35043
Date of Sale November 30, 2018
Total Purchase Price \$475,000.00
or Actual Value \$
or Assessor's Market Value \$



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/03/2018 02:47:58 PM
\$48.00 CHERRY
20181203000422800

Allen S. Bayl

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

Bill of Sale Appraisal
Sales Contract Other
X 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 November 30, 2018

Print: Joshua L. Hartman

Unattested

Sign:

(verified by)

(Grantor/Grantee/Owner/Agent) circle one