

SEND TAX NOTICE TO:
Charles E. Henson and Sammie Jane
Henson
85 Hawthorn Street
Birmingham, Alabama 35242

This instrument was prepared by:
Edward Reisinger
Kudulis, Reisinger & Price, LLC
P. O. Box 653
Birmingham, AL 35201

20201022000480360
10/22/2020 09:24:38 AM
DEEDS 1/3

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **Four Hundred Thirty Nine Thousand dollars & no cents (\$439,000.00)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

Mark Carey Beddingfield and Susan Christa Beddingfield, husband and wife

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

Charles E. Henson and Sammie Jane Henson

(herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 9-10, BLOCK 9, ACCORDING TO THE MAP OF MT. LAUREL-PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGE 72 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject to:

Taxes for the year 2020 and subsequent years

Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any

Mineral and mining rights, if any.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Plat/Map Book 27, Page 72 A & B.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. # 2000-35579, Inst. # 2000-35580, inst. # 2000-36270, and Inst. # 2000-38860 and 1st amendment Inst. #2000-38859 and re-recorded and 2nd Amendment Inst. #2000-38860 and 3rd Amendment Inst. #2001-3681 in Probate Office.

Oil, Gas & Mineral Lease to Jack E. Klinger dated June 24, 1981 by Deed Book 334 page 808 with assignment to Sohio Petroleum Company by Misc. Book 42 page 55 in the Probate Office.

Covenant and Agreement for water service dated April 24, 1989 and recorded in Real Book 235 page 611 in the Probate Office.

Sewer Service Agreement dated June 22, 1999 by and between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set out by Inst. # 1999-35429 in the Probate Office.

Rights of Ebsco Development Company, Inc. in and to the Repurchase Option as to subject land as set out in Articles III of the Master Deed Restrictions recorded as Inst. #2000-35579, with all amendments thereto.

That certain mortgage executed by Daniel A. Hendley, and Lindsay E. Hendley to MERS, solely as a nominee for GTC Mortgage Company, Inc. for use in Alabama by Guaranty Trust Company (Servicer: Nationstar Mortgage, LLC), dated April 18, 2017 and recorded April 18, 2017 in Book #20170418000131500 of the public records of Shelby County, Alabama, given to secure the original principal sum of \$319,000.00.

That private road agreement as set out in instrument(s) recorded in Inst. # 2000-35579, Inst. # 2000-35580, inst. # 2000-36270, and Inst. # 2000-38860 and 1st amendment Inst. #2000-38859 and re-recorded and 2nd Amendment Inst. #2000-38860 and 3rd Amendment Inst. #2001-3681 in Probate Office.

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 **WARRANTY DEED, JOINT TENANTS**


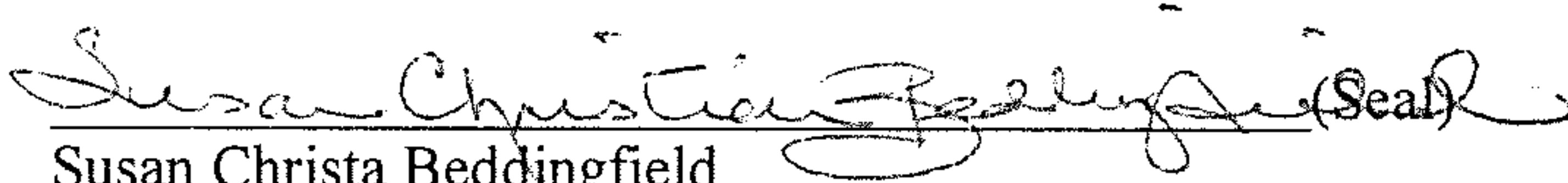
WITH RIGHT OF SURVIVORSHIP

CBT File #2009141

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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), **October 16, 2020**.

 (Seal)
Mark Carey Beddingfield
 (Seal)
Susan Christa Beddingfield

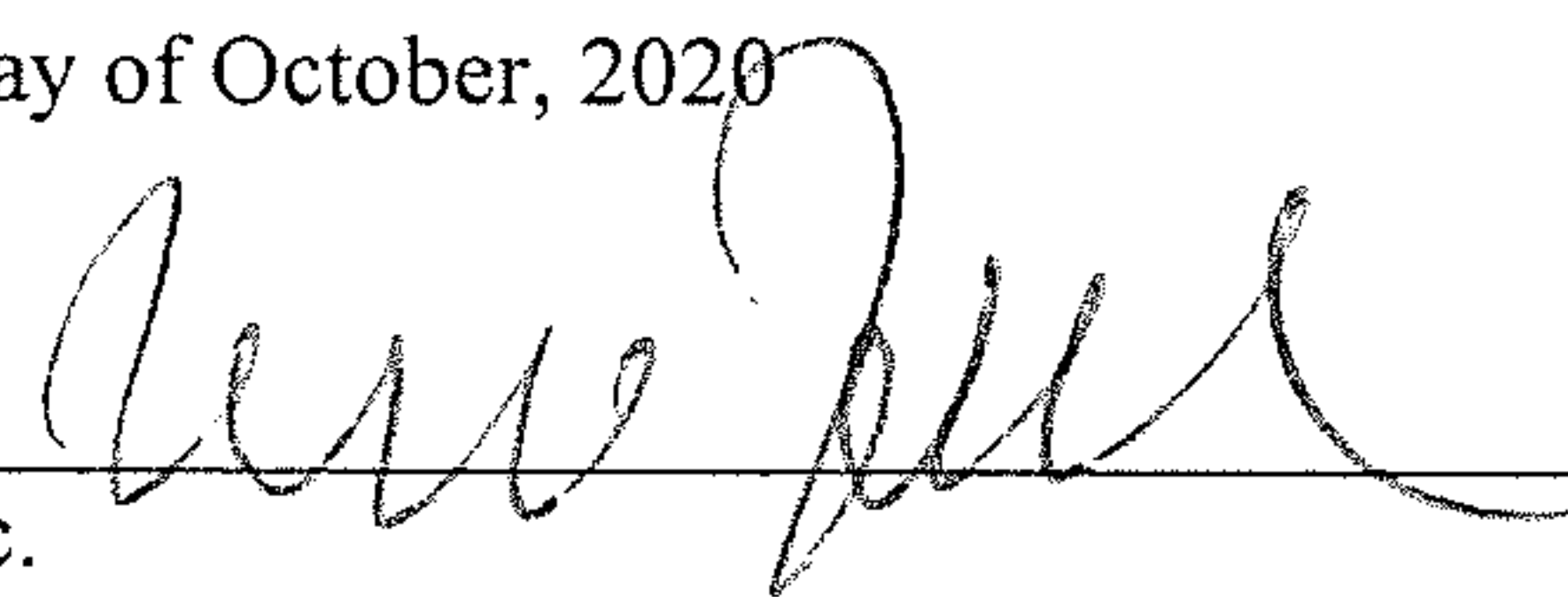
STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Mark Carey Beddingfield and Susan Christa Beddingfield, husband and wife**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of October, 2020



Notary Public.

(Seal)

My Commission Expires: _____

WILLIAM PATRICK COCKRELL, II
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2021

Real Estate Sales Validation Form

This Document must be filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)

Grantor's Name Mark Carey Beddingfield and Susan Christa Beddingfield

Grantee's Name Charles E. Henson and Sammie Jane Henson

Mailing Address 104 Spring Street Pisgah, Alabama 35765
Property Address 85 Hawthorn Street Birmingham, Alabama 35242

Mailing Address 85 Hawthorn Street Birmingham, Alabama 35242
Date of Sale 10/16/2020

Total Purchase Price \$439,000.00
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
[X] 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 proeprty, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraisaer of the assessor's currency 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 responsibiliy of valuing proeprty for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

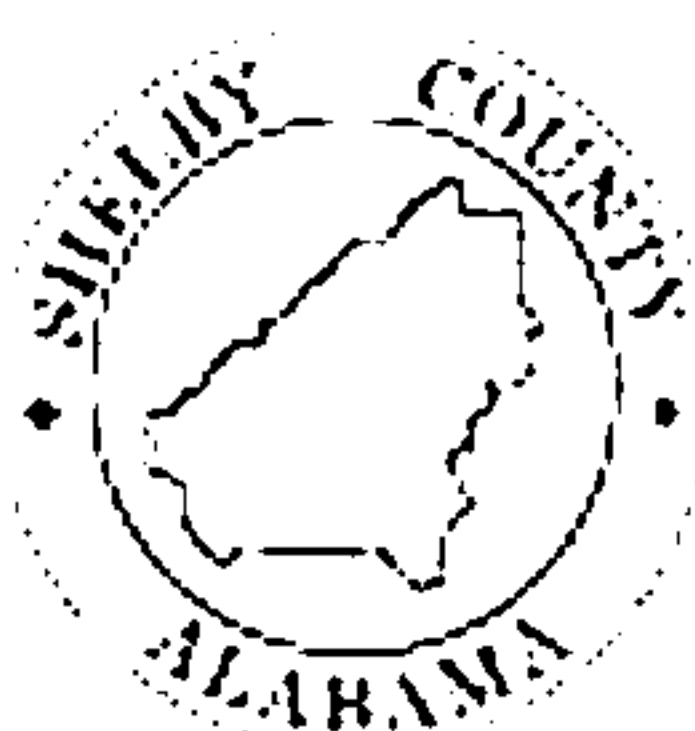
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date

Print Charles E. Henson (with signature)

Unattested (verified by)

Sign (Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/22/2020 09:24:38 AM
\$467.00 CHERRY
20201022000480360

Allen S. Boyd