

This instrument was prepared by:

Mike T. Atchison

P O Box 822

Columbiana, AL 35051


Send Tax Notice to:

Gary R. & Kathleen A. Savage

915 Deronshire Ave  
Sheffield Lake, OH 44054

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA )  
SHELBY COUNTY )

  
20040206000062050 Pg 1/8 48.50  
Shelby Cnty Judge of Probate, AL  
02/06/2004 08:57:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **EIGHTY-ONE THOUSAND DOLLARS AND NO/00 (\$81,000.00)**, and any other good and valuable considerations to the undersigned grantor (whether one or more), in hand paid by grantee herein, the receipt whereof is acknowledged, I or we, **Christina R. Lawrence as Personal Representative of the Estate of Justin Wayne Gudger (herein referred to as grantor)** bargain, sell and convey unto, **Gary R. Savage and Kathleen A. Savage (herein referred to as grantees)**, the following described real estate, situated in: Shelby County, Alabama, to-wit:

A parcel of land located in the N½ of SW ¼ of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows:

Commence at the SE corner of the NE ¼ of the SW ¼ of Section 28, Township 21 South, Range 1 East; thence run North along the East line of said ¼- ¼ for 354.5 feet to the point of beginning; thence continue along the last described course for 469.19 feet; thence turn 89 degrees 10 minutes 49 seconds left and run for 1281.62 feet to the Southeasterly right of way of Shelby County Road #51; thence turn 70 degrees 09 minutes 38 seconds left and run Southwesterly along said right of way for 444.77 feet; thence turn 106 degrees 52 minutes 03 seconds left and run for 1429.71 feet to the point of beginning.

Situated in Shelby County, Alabama.

Subject to taxes for 2004 and subsequent years, easements, restrictions, rights of way and permits of record.

This property constitutes no part of the household of the grantor, or of her spouse.

**\$64,800.00** of the above-recited consideration was paid from a mortgage recorded 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, and 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, heirs, executors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 29<sup>th</sup> day of January 2004.

Estate of Justin Wayne Gudger

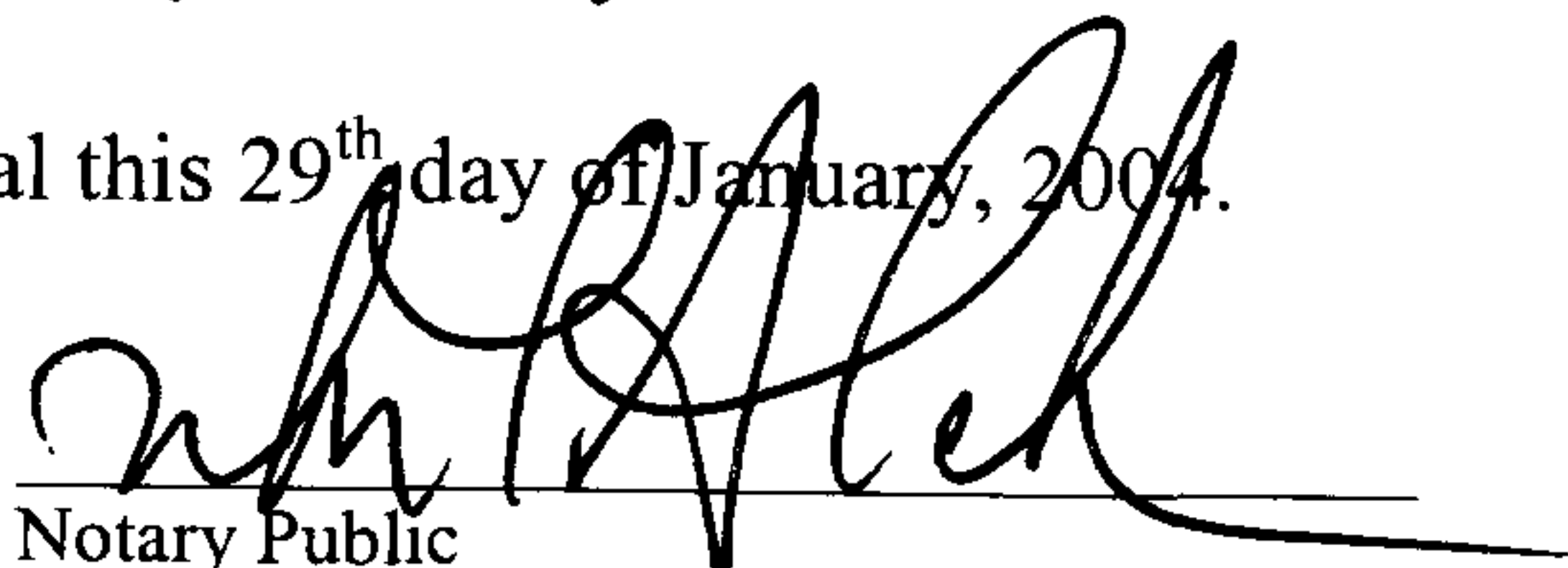


Christina R. Lawrence, as Personal Representative

STATE OF ALABAMA)  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify Christina R. Lawrence, as Personal Representative of the Estate of Justin Wayne Gudger, whose name 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 conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of January, 2004.

  
Notary Public

My commission expires: 10-16-04

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE OF )  
 ) CASE NO. PR-2003-000131  
JUSTIN WAYNE GUDGER, )  
deceased )

**ORDER APPROVING PRIVATE SALE**

This cause came before the Court on petition of Christina R. Lawrence, Personal Representative, of the estate of Justin Wayne Gudger, for an order authorizing her to sell, at private sale, that certain real property (undeveloped lot) of the decedent as described in the attached Exhibit A, in Shelby County, Alabama. Due and proper notice of these proceedings having been provided in strict accordance of law to those entitled to same, and Christina R. Lawrence appearing, together with her attorney, Garry W. Abbott, and Sanford D. Hatton, Jr., Guardian ad Litem for Courtney Michelle Gudger, minor heir at law, appearing, the Court proceeded to accept evidence and testimony relating to said matter.

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner herein, and all interested parties having consented to such sale,

It is ordered that said petition be granted and the contract for sale as attached hereto as "Exhibit B" be approved. Petitioner is authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, that the proceeds from said sale be paid by the Closing Attorney to the Probate Court of Shelby County, Alabama. Case # 2003-000131

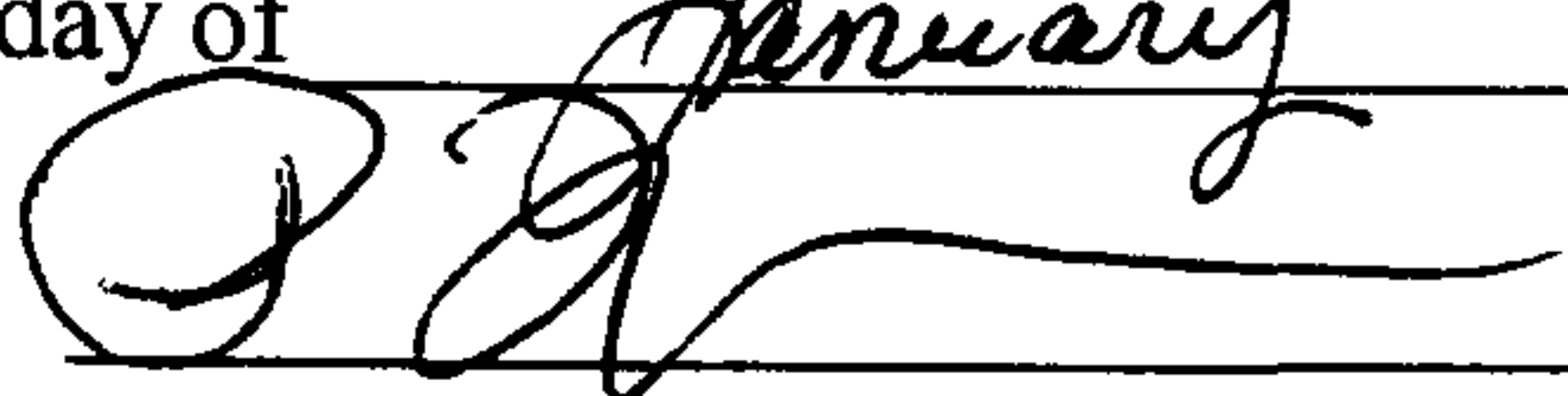
It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ordered to report the completion of said sale within 30 days.

Order Approving Private Sale  
Page 2  
Estate of Justin Wayne Gudger  
PR-2003-000131

The Petition for Sale of Homeplace is hereby continued generally at the request of the parties.

Costs of Court, including a Guardian ad Litem fee of \$ 200.00, are hereby taxed to the estate of Justin Wayne Gudger.

DONE AND ORDERED this 28<sup>th</sup> day of January, 2007.  
  
PATRICIA YEAGER FUHRMEISTER  
Judge of Probate

cc: Garry W. Abbott, Esq.  
Sanford D. Hatton, Jr., Esq.

ENTERED AND FILED

JAN 28 2004

Kimberly Maltin, Miss Clerk  
Probate Court  
Shelby County, Alabama

# **EXHIBIT A**



A parcel of land located in the N 1/2 of SW 1/4 of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows:  
Commence at the SE corner of the NE 1/4 of the SW 1/4 of Section 28, Township 21 South, Range 1 East; thence run North along the East line of said 1/4-1/4 for 354.5 feet to the point of beginning; thence continue along the last described course for 469.19 feet; thence turn 89 degrees 30 minutes 49 seconds left and run for 1281.62 feet to the Southeasterly right of way of Shelby County Road #51; thence turn 70 degrees 09 minutes 38 seconds left and run Southwesterly along said right of way for 444.77 feet; thence turn 106 degrees 52 minutes 03 seconds left and run for 1429.71 feet to the point of beginning. Situated in Shelby County, Alabama.

# EXHIBIT B

DEC. 4. 2003

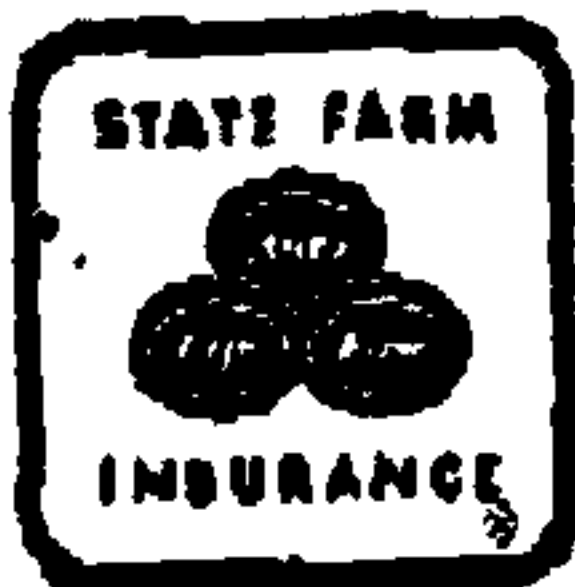
2:30 PM STATE FARM ROUGERS, SOKS

SAVAGE

NO. 159

NO. 202

P. 23E 82



1. Form approved by Secretary and Board of REALTORS  
2. 1998  
3. (Printed Name of Agent)  
4. 1-1-18

This Form Purchased by

# Louyers Title Insurance Corporation



Birmingham, Alabama December 7, 2003

The undersigned Purchaser(s) Garv Savage hereby agree to purchase  
and the undersigned Seller(s) Charles R. Louyers as Executor of Tasha Rudgers Estate hereby agree to sell the  
following described real estate, together with all improvements, structures, plantings, fixtures and appurtenances (the "Property") situated in the  
City of Columbiana County of Shelby Alabama, on the terms stated below:  
Address 3900 Hwy 61  
and legally described as Lot 21-21-12 Block Survey  
Map Book 21-21-12 Page as described in Instrument # 2000-42015

1. THE PURCHASE PRICE shall be \$ 21,000 payable as follows:  
Cash at closing (this sale) 21,000

Seller agrees to pay 2003 ad valorem taxes. There will be no proration of 2004 taxes.

There is a mobile home currently located on the property, but the mobile home will be moved off the property and is not part of the property to be conveyed.

Purchaser agrees to pay all other costs involved in the sale of the real estate.

⊗ Above terms subject to Financing, perk test results and survey results. H.R. 12-4-03/HAS:12-4-03

2. AGENCY DISCLOSURE: This Realty Agency N/A  
represents the Seller (unless otherwise stated), and the selling Agency N/A  
represents ☐ Seller ☐ Purchaser.

3. CONDITION ON PROPERTY: NEITHER SELLER NOR ANY AGENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choice, any and all conditions of the Property before Purchaser's decision to buy the Property. Including without limitation, the condition of the house, including plumbing and electrical systems and any built-in appliances, and the roof and the basement, including leaks therein the size and area of the Property, construction materials, including floor, structural condition, utility and sewer or gas availability and condition, subsurface conditions, including the presence or absence of sinkholes, buried utility, wells, or buried tanks and other objects including potentially hazardous gases such as radon, and any matters affecting the character of the neighborhood. In recognition of the foregoing, Purchaser and Seller agree that the following paragraphs selected from AIA below shall govern the Contract with respect to the physical condition of the Property:

## NOTE: ONLY THOSE PARAGRAPHS INITIALED BY BOTH PARTIES SHALL APPLY TO THIS CONTRACT

A. If A is selected, on or about 2(1), 2(2), 2(3) or 2(4) Seller shall not be required to make any repairs to the Property whatsoever under this Contract. Purchaser accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date. However, if the Property suffers material damage beyond ordinary wear and tear prior to the closing date, and Seller refuses to pay for any repairs reasonably required to insure the Property in a condition at least as good as previously existing, ordinary wear and tear excepted, Purchaser may proceed with the closing or cancel the Contract and recover the earnest money by notifying Seller in writing of the cancellation within three days of Purchaser's receipt of Seller's notice of refusal to pay the damages provided, that the notice of cancellation must in any event be received prior to closing.

B. (NOTE: Choose 2(1) below if Purchaser does not require further inspections, or choose 2(2) if further inspections are required, initials below)

2(1) Purchaser has inspected the Property and, without relying on any representation or warranty from Seller or Broker or any salesperson or any other person, accepts the Property in its present "as is" condition, including ordinary wear and tear to the closing date, subject only to the following: Remove of Cars, Dressing Room, Property, Ground, Shed, Garage, Building

Seller's Initials CR Purchaser's Initials HA 12-4-03

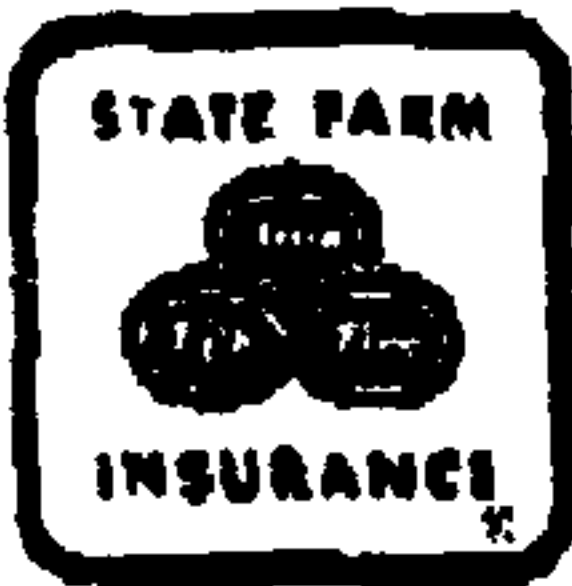
2(2) Purchaser requires additional inspections of the Property. Within several days after Seller's execution of this Contract, Purchaser shall have the right, at Purchaser's expense and through licensed contractors or other qualified professionals at Purchaser's expense, to inspect and investigate the Property. When such inspections or investigations reveal conditions unsatisfactory to Purchaser, Purchaser shall inform Seller in writing of such unsatisfactory condition, and provide to Seller along with a copy of the inspector's written report, all within three days of this Contract. Seller shall notify Purchaser in writing within three days of receipt of notice of such unsatisfactory condition whether Seller will correct the defect prior to closing. If Seller is unable or unwilling to correct the defect, Seller shall not be obligated to do so, but Purchaser shall have the right of canceling this Contract by notifying Seller in writing within three days of receipt of Seller's written refusal to correct the defect, and the Earnest Money shall be returned to Purchaser. Purchaser's failure to notify Seller of any such defect or of Purchaser's election to terminate the Contract, as herein provided, shall conclusively be considered assent of the Property as is and no action to proceed with the closing.

Seller's Initials CR Purchaser's Initials HA 12-4-03

C. Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in normal operating condition at the time of closing provided, a shall be the responsibility of Purchaser to inspect and test systems and equipment prior to closing and to notify Seller immediately of any systems that are not in normal operating condition. Purchaser's failure to provide such notification prior to closing shall conclusively

Seller's Initials CR Purchaser's Initials HA 12-4-03





3. An expense required of Seller to make \_\_\_\_\_ (S1) \_\_\_\_\_ (S2) (Insert the paragraph(s) to which the dollar ceiling applies) shall not exceed \$ \_\_\_\_\_. If such repairs exceed the specified amount and Seller refuses to pay the excess, Purchaser may pay the additional cost or cause the Property with the further repairs (or exceed the specified ceiling amount) at closing as a condition of the purchase price, and this sale shall be closed at scheduled, or Purchaser may cancel this Contract by notifying Seller in writing of the cancellation within \_\_\_\_\_ hours of Purchaser's receipt of Seller's notice of refusal to pay the excess.

2. PURCHASER REQUIRES A WALK-THROUGH INSPECTION IMMEDIATELY PRIOR TO CLOSING TO VERIFY THAT ANY ACQUIRED REPAIRS HAVE BEEN COMPLETED AND THE PROPERTY IS OTHERWISE IN SUBSTANTIALLY THE SAME CONDITION AT CLOSING, ORDINARY WEAR AND TEAR EXCEPTED, AS WHEN INITIALLY ACCEPTED.

**Seller's initials** \_\_\_\_\_ **Buyer's initials** \_\_\_\_\_

A. EARNST MONEY & PLUMMER'S EXACTLY. Write hereby authorize the Irving Agency.

14. In the event the Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be retained as liquidated damages or as the option of Seller, provided Seller agrees to the cancellation of this Contract. Said earnest money or interest shall be divided equally between Special Agent. In the event both Purchaser and Seller claim the earnest money, the person or persons holding the earnest money may interrupt the financial portion of the contract money this month, and shall be entitled to reimbursement from the parties to court costs, attorney fees and/or expenses relating to the investigation.

4. CONVEYANCE: Seller agrees to convey the Property to Purchaser by 919914 where the deed shall be in Purchaser's name and as joint tenants with right of survivorship, and the deed shall be subject to the covenants in this Contract. Seller and Purchaser agree that any encumbrances not herein specified as existing may be cleared up at the time of closing (and same cleared). THE PROPERTY IS SOLD AND IS TO BE CONVEYED SUBJECT TO ANY MINERAL AND OTHER RIGHTS NOT OWNED BY SELLER AND SUBJECT TO PRESENT ZONING CLASSIFICATION. 1 AND 2 IS NOT LOCATED IN A FLOOD PLAIN, AND, UNLESS OTHERWISE AGREED HEREIN, SUBJECT TO UTILITY EASEMENTS, EASEMENTS, AND PROPERTY RESIDENTIAL SUBDIVISION COVENANTS AND RESTRICTIONS, AND BUILDING LINES OF RECORD, PROVIDED THAT NONE OF THE FOREGOING MATERIALLY IMPAIR USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

1. **TITLE INSURANCE:** Seller agrees to furnish Purchaser a standard form title insurance policy or policies, issued by a company qualified to issue title in ALABAMA, in the amount of the purchase price, covering whatever interest has or should be acquired in any parcel or parcels within 1/4 mile, subject to exceptions hereon, including paragraph 8 above, wherever the interest therein shall be retained, in the event both Owner's and Mortgagee's title policies are obtained at the time of closing. The total expense of procuring the two policies will be divided equally between Seller and Purchaser, even if the mortgage is held.

7. **SURVEY:** Purchase 2004 ☐ Data not ☐ (check one) require a Survey by a registered Accountant and Chartered Purchaser's clearing. Unless otherwise agreed herein the survey shall be at Purchaser's expense.

g. PROBATIONS: All valuer taxes, so determined on the date of moving, insurance, janitorial, telephone, postage charges, and the district dues, if any, are to be prorated between Seller and Purchaser as to the date of moving in the year and any taxes due prior to moving shall be paid by Seller, UNLESS OTHERWISE AGREED HEREIN. ALL AD VALOREM TAXES EXCEPT MUNICIPAL AND COUNTY TAXES SHALL BE PAID IN ADVANCE FOR PURPOSES OF PROBATION. MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.

9. **CLOSING & POSSESSION DATE:** The sale shall be closed and the deed delivered on or before THURSDAY 30th except Seller shall have a reasonable length of time within which to correct title or cure defects in the title to the Property, Possession is to be given on delivery of the deed, if the Property is then vacant & unoccupied. Possession shall be delivered on FRIDAY 1st at 12:00 PM at 1100 N. Main St.

10. **DISCLAIMER:** Seller and Purchaser acknowledge that they were not made aware of representations of Broker (or Broker's associated salesperson) relative to (i) the legal or the consequences of the Contract and the sale, purchase or ownership of the Property, (ii) structural condition of the Property, including condition of the roof and basement, (iii) environmental matters, (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances, (v) the availability of utility or sewer services, (vi) the character of the Neighborhood, (vii) the investment or resale value of the Property or (viii) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that it was known and known to them in the decision to sell or purchase the Property they have enough and sufficient independent advice relative thereto.

14. SELLER WARRANTS that Seller has not received notification from any local authority regarding any encroachments, pending state improvement requests, relocation, or attachment to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the Contract. These warranties shall survive the delivery of the deed.

**12. FIRE-RELATED NOTICES:** Purchaser shall certify hereby that all applicable federal, state and local statutes, ordinances and regulations concerning fire-related matters have been met. Upon closing or other taking possession of the Property, purchaser agrees that purchaser shall be solely responsible for compliance with such laws, including the Atlanta Department of Fire Marshal's Division (Fire Marshal Division) Regulations and "Requirements for Single Station Remote Detectors in New Area Grouped Residential Communities."

13. **RISK OF LOSS:** Seller agrees to keep in force sufficient named insurance on the property to protect all interests until the sale is closed and the deed is delivered. If the Property is damaged or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to repair it to its previous condition prior to closing, Purchaser shall have the option of cancelling this Contract and receiving the earnest money back or accepting the Property as is then available. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the payment of the purchase price or otherwise be payable to Purchaser.

10. **ASSIGNMENT OF ATTORNEY:** If they have agreed to name the fees of a signing attorney hereunder, the parties hereby acknowledge and agree that each attorney may involve a potential conflict of interest and they may be required to execute an affidavit in writing acknowledging that relationship and acceptance of same. Each of the parties further acknowledges that he has a right to be represented at all times in connection with the Contract and the signing by an attorney of his own choosing, at his own expense.

10. ADDITIONAL PROVISIONS set forth on the attached schedule(s) \_\_\_\_\_ and signed by all parties, are hereby made a part of this Contract.

10. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker or any salesperson shall be bound by any understanding, agreement, promise, or representation concerning the Property not in express or implied writing hereon.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THE CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

**Witness to Purchaser's Signature(s)**

**Witness to Father's Disappearance**

**EARNED MONEY:** Receipt is hereby acknowledged of the cash payment on January 20th 1920 of the sum of One dollar and no cents for the sum of One dollar and no cents.

COMMISSION: THE COMMISSION PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE ENTREPRENEUR AREA BOARD OF REALTORS, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. IN THIS CASE, 2.5% ON

CONFIDENTIAL

20040206000062050 Pg 8/8 48.50  
Shelby Cnty Judge of Probate, AL  
02/06/2004 08:57:00 FILED/CERTIFIED

= H.R. 1. - KAS  
 rec 12-4-03/12-4-03

8.2.1.  
12-4-03