

THIS INSTRUMENT PREPARED BY:

R. Timothy Estes, Esq.
Estes, Sanders & Williams, LLC
4501 Pine tree Circle
Vestavia Hills, Alabama 35243

SEND TAX NOTICE TO:

Marty J. Nemmers
138 Blackstone Court
Chelsea, AL 35043

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of Two Hundred Seven Thousand One Hundred Five and 00/100 Dollars (\$207,105.00) and other good and valuable consideration paid in hand by the GRANTEE herein to the undersigned GRANTOR, the receipt whereof is acknowledged,

D.R. Horton, Inc. - Birmingham

(herein referred to as GRANTOR, whether one or more) does, grant, bargain, sell and convey unto

Marty J. Nemmers

(herein referred to as GRANTEE, whether one or more), the following described real estate situated in SHELBY County, Alabama, to-wit:

Lot 70, according tot he Survey of Chesser Plantation, Phase I - Sector 2, as recorded in Map Book 33, page 121, in the Office of the Judge of Probate Shelby County, Alabama. Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Chesser Plantation as recorded in Instrument 2002-10788, First Amendment to Declaration as recorded in Instrument 20070515000227970, in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which together with all amendments thereto, is hereinafter referred to as the "Declaration").

Mineral and mining rights excepted. Subject to: current taxes not yet due and payable, easements, conditions, covenants and restrictions of record.

\$213,939.00 of the consideration was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, unto the said GRANTEE, her/his heirs and assigns forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

By acceptance of this Deed, Grantee hereby covenants and agrees for himself/herself and his/her heirs and assigns that the Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property conveyed herein or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations, deposits or conditions) under or on said property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons or entities holding under or through Grantee.

IN WITNESS WHEREOF, the said GRANTOR by its Assistant Secretary who is authorized to execute this conveyance, hereto set her signature and seal this the 14th day of August, 2012.

D. R. HORTON, INC. - BIRMINGHAM

20120821000310060 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
08/21/2012 09:30:58 AM FILED/CERT

BY: Brenda L. Gibson
ITS: Assistant Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, R. Timothy Estes, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda L. Gibson whose name as Assistant Secretary of D.R. HORTON, INC. - BIRMINGHAM a corporation, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, the 14th day of August, 2012.



[Signature]
Notary Public
My Commission Expires: 07/11/15

Real Estate Sales Validation Form

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

Grantor's Name: D.R. Horton, INC. Grantee's Name: _____

Mailing Address: 3570 Grandview Pkwy Mailing Address: _____
Suite 100
Birmingham, AL 35243

Property Address: 138 BLACKSTONE CT
CHELSEA AL 35043

Date of Sale: 8/14/12 Total Purchase Price: \$ 207105.00
OR Actual Value: \$ _____
OR Assessor's Value: \$ _____

The Purchase Price or Actual Value claimed on this form can be verified in the following documentary evidence: (Recordation of 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 is 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 an 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 § 40-22-1 (h).

Date: 8/14/12

Print Name: D.R. Horton, Inc.

Signature: BY: _____

☒ Grantor ☐ Grantee ☐ Owner ☐ Agent

Brenda L. Gibson
Assistant Secretary

☐ Unattested _____
(Verified by)



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