Reli Settlement Solutions, LLC 3595 Grandview Parkway Suite 600 Birmingham, Alabama 35243

This Instrument Prepared By: Stewart & Associates, P.C. 3595 Grandview Parkway #645

Birmingham, AL 35243 NTC1200172

STATE OF ALABAMA **COUNTY OF SHELBY** 

20121008000383930 1/3 \$118.00 Shelby Cnty Judge of Probate, AL

Send Tax Notice To: James W. Moore, III Ann L. Moore 1012 Dublin Way Birmingham, AL 35242

10/08/2012 09:32:29 AM FILED/CERT

Shelby County, AL 10/08/2012 State of Alabama Deed Tax: \$100.00

## STATUTORY WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

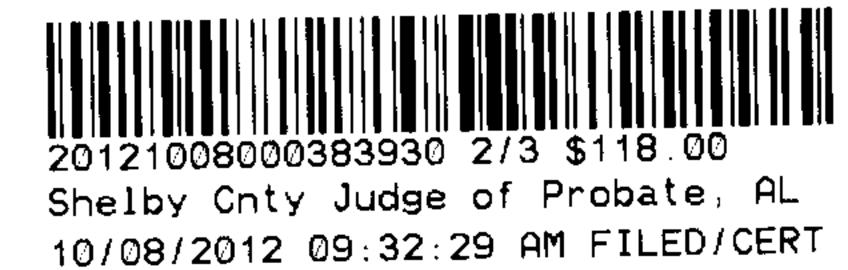
KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (\$170,000.00) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by JAMES W. MOORE, III AND ANN L. MOORE ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as joint tenants with rights of survivorship the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 66, according to the Map and Survey of Dunnavant Square, as recorded in Map Book 39, Page 119 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to: (1) Ad valorem taxes due and payable October 1, 2012 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration which is incorporated herein by reference in its entirety in Map Book 39 page 119 A, B, and C and Inst. #20080328000125360 and Inst. # 20070410000164500 in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD, to the said Grantee, 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 Grantee 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 Grantee herein shall take as tenants in common

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its SALES MANAGER, ANTHONY B. BIRK, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 21st day of September, 2012.

**B∦**:

THORNTON NEW HOME SALES, INC., AN ALABAMA CORPORATION

> ANTHONY B. (BIRK SALES MANAGER

STATE OF ALABAMA **COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public in and for said County and State, hereby certify that ANTHONY B. BIRK, whose name as SALES MANAGER of THORNTON NEW HOME SALES, INC., an Alabama 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 21<sup>st</sup> day of September, 2012

Notary Publid

ARGE WHILLIAM

My Commission Expires:

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MARININA [SEAL]

## 20121008000383930 3/3 \$118.00 Shelby Cnty Judge of Probate, AL

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## Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1 Grantor's Name Grantee's Name Mailing Address 1012 Mailing Address rairechan Property Address Date of Sale 35 243 Total Purchase Price \$ 189900 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 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). 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). 9-21-12 Date Print ans. V Unattested Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

(verified by)