

Warranty Deed

STATE OF ALABAMA

COUNTY OF SHELBY

JOINTLY FOR LIFE
WITH REMAINDER TO SURVIVOR

Know all Men by these Presents: That, in consideration of Three Hundred Twenty Two Thousand Three Hundred Sixty Six and 89/100ths Dollars (\$322,366.89) and other good and valuable consideration to her in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **DEAN CHATHAM, an unmarried person** (herein referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **ROBERT J. MITCHELL, JR. AND WENDY C. MITCHELL** (herein referred to as "Grantees") for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described real estate situated in Birmingham, Shelby County, Alabama, to-wit:

Lot 8, according to the survey fo First Sector, The Ridge at Meadowbrook, as recorded in Map Book 14, page 41, Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

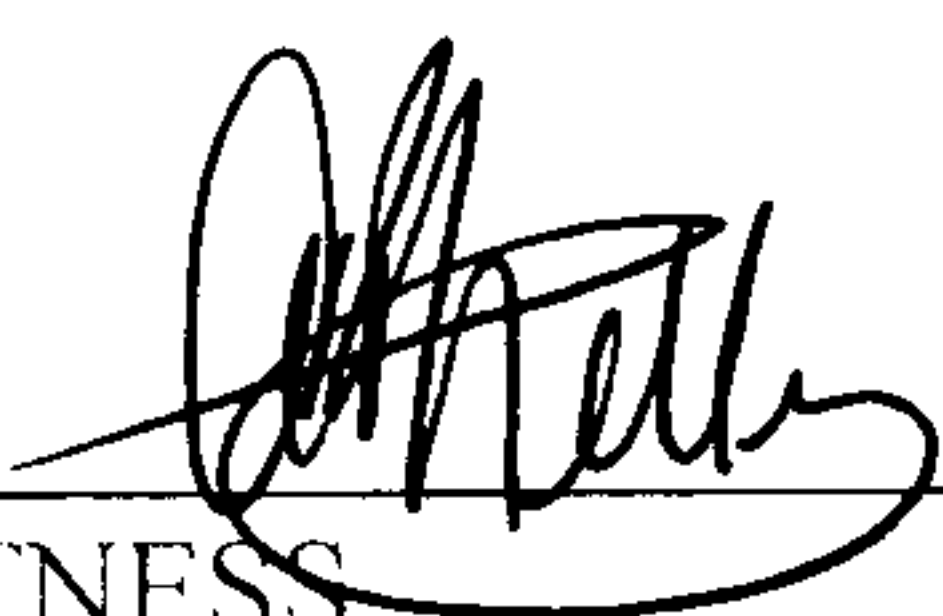
1. Taxes for the year beginning October 1, 2012 which constitutes a lien but are not due and payable until October 1, 2013.
2. Building setback line reserved of 20 feet from Ridge Trail as shown by plat.
3. Utility easements as shown by recorded plat, including an easement of 10 feet along westerly (rear) boundary line.
4. Restrictions, covenants, and conditions as set out in Real 289, page 700, Real 86, page 709, and Volume 32, page 306, in Probate Office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Easement to Alabama Power Company, as shown by instrument recorded in Deed Book 285, page 805, in said Probate Office.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Volume 40, page 265, and Inst. #1996-31070, in Probate Office.
7. Restrictions, limitations and conditions as set out in Map Book 14, page 41, in said Probate Office.
8. Covenant 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 instrument recorded in Inst. #1994-20399, in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
9. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed recorded in Inst. # 1994-20399 in said Probate Office.

\$ 322,366.89 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

To Have and To Hold the aforegranted premises to the said Grantees for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the said Grantor does, for herself, her heirs and assigns, covenant with said Grantees, their heirs and assigns, that she is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that she has a good right to sell and convey the same as aforesaid, and that she will and her heirs and assigns shall **Warrant and Defend** the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantor has set her hand and seal this 16th day of May, 2013.



WITNESS

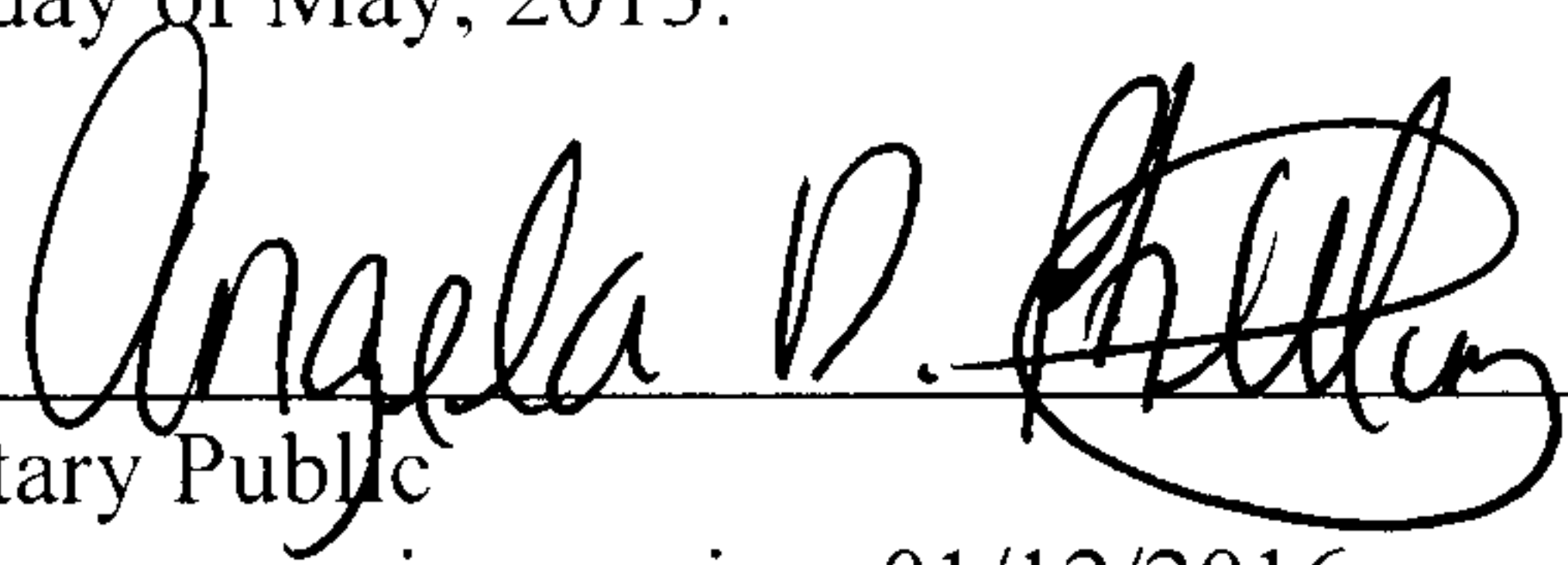
 {L.S.}

Dean Chatham

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned notary public, in and for said county and state, hereby certify that **Dean Chatham**, 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 seal this 16th day of May, 2013.



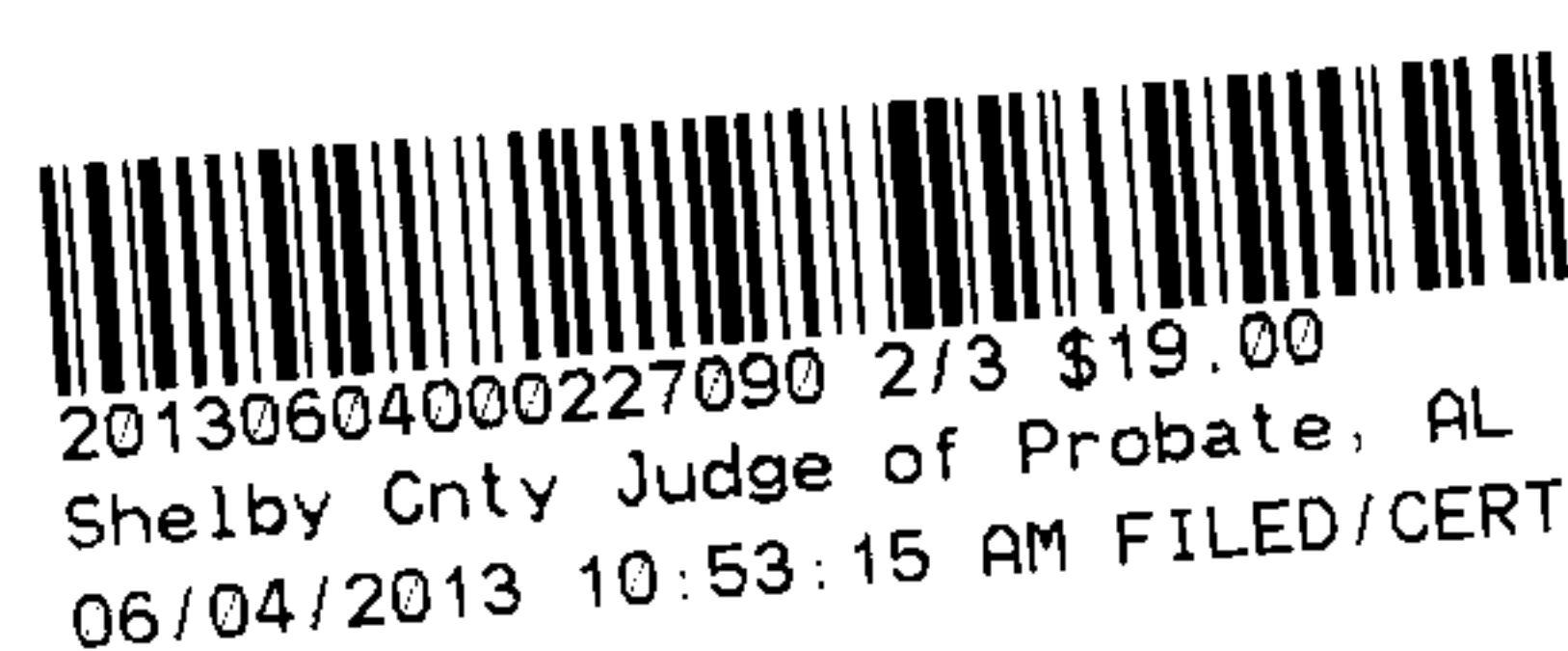
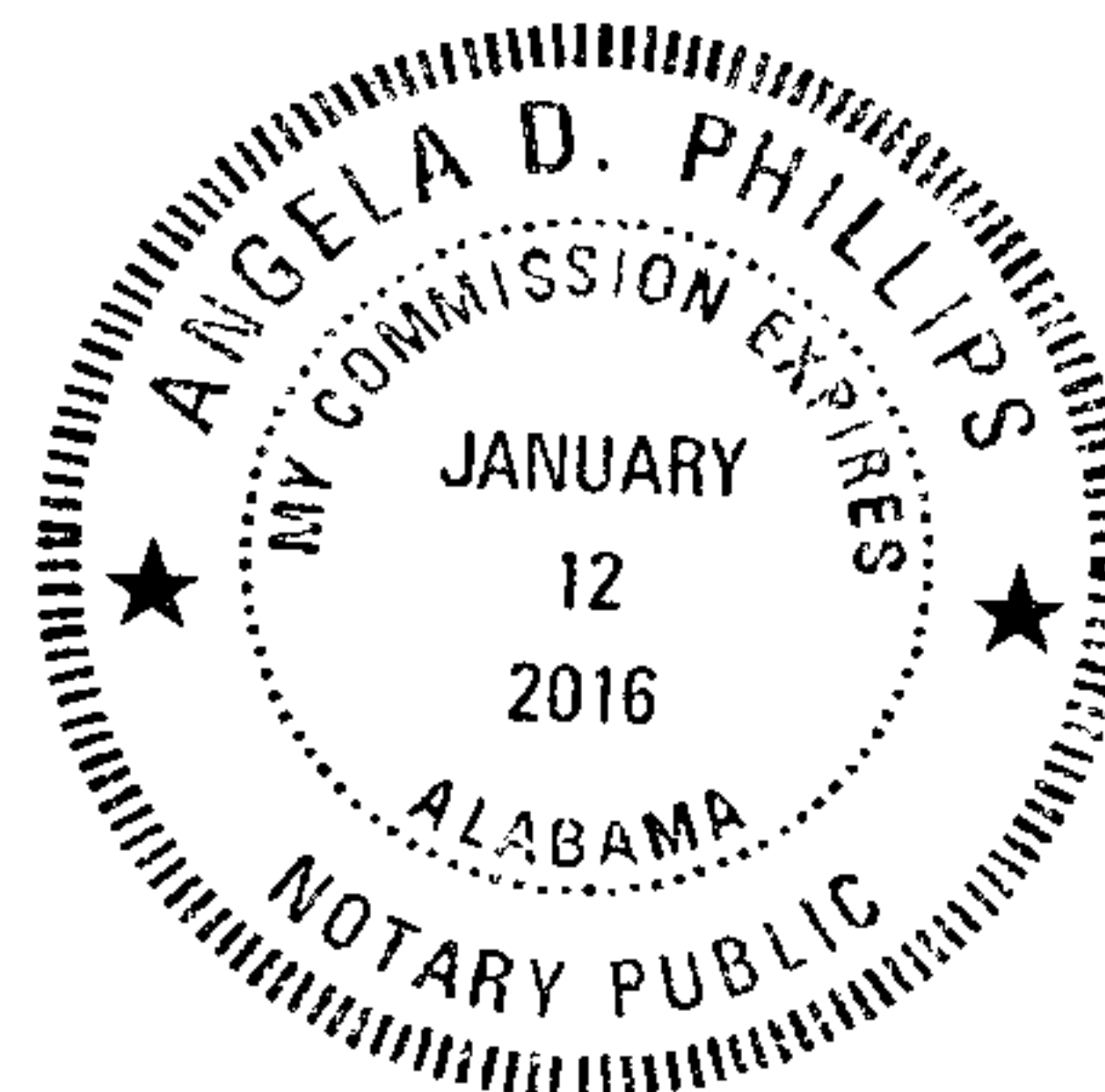
Notary Public
My commission expires 01/12/2016

GRANTEES' MAILING ADDRESS:

Robert J. Mitchell, Jr.
2328 Ridge Trail
Birmingham, AL 35242

THIS INSTRUMENT PREPARED BY:

Rodney S. Parker
Attorney at Law
300 Vestavia Parkway, Suite 2300
Birmingham, AL 35216
File # 2011051219



Real Estate Sales Validation Form

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

Grantor's Name	<u>Dean Chatham</u>	Grantee's Name	<u>Robert J. Mitchell Jr.</u>
Mailing Address	<u>1037 Southlake Cove</u> <u>Birmingham AL 35244</u>	Mailing Address	<u>2328 Ridge Trail</u> <u>Birmingham AL 35242</u>
Property Address	<u>2328 Ridge Trail</u> <u>Birmingham AL 35242</u>	Date of Sale	<u>5/16/13</u>
		Total Purchase Price \$	<u>322,366.89</u>
		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).

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	<u>5/16/13</u>	Print	<u>Angie Phillips</u>
Unattested	<u>Rebecca J. Turner</u>	Sign	<u>[Signature]</u>
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

Form RT-1