

# Warranty Deed

STATE OF ALABAMA

COUNTY OF SHELBY

# JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

And 00/100ths Dollars (\$500.000.00) and other good and valuable consideration to them in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, JOHN J. BARROW AND CYNTHIA G. BARROW, Husband and Wife (herein referred to as "Grantors") do by these presents grant, bargain, sell and convey unto KRISTI BLACKWELL AND CLAY BLACKWELL (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 Shelby County, Alabama, to-wit:

Lot 112A, according to a Resurvey of Lots 110, 111 & 112, Meadow Brook Highlands, as recorded in Map Book 20, page 52, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Birmingham, Shelby County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights, and the following:

- 1. Building Setback line of 35 feet reserved from Brookhill Circle, as shown per plat.
- 2. Utility easements as shown by recorded plat, including, 10 feet along the northeasterly boundary, 20 feet along the easterly boundary and an irregular easement along the northeasterly corner of subject property.
- 3. Restrictions, covenants, and conditions as set out in Real 286, page 510, in Probate Office, but omitting any covenants or restrictions, if an, 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.
- 4. Right(s) of Way(s) granted to Alabama Power Company, as set out in Deed Book 348, page 751, in the Probate Office.
- 5. Easement agreement as set out in Deed Book 356, page 288, in the probate office of Shelby County, Alabama.
- 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 Deed Book 48, page 427 and Deed Book 32, page 48, in Probate Office.
- 7. Release of damages as set out in Real 286, page 510, Real 361, page 155 and Inst. #20030701000413810, in the Probate Office of Shelby County, Alabama.
- 8. Restrictions, limitations and conditions as set out in Plat Book 20, page 52, in the Probate Office of Shelby Alabama.
- 9. Agreement with Alabama Power Company as to underground cables recorded in Misc. 48, page 880, in Probate Office.

\$ 175,000.00 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 Grantors do, for themselves, their heirs and assigns, covenant with said Grantees, their heirs and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their 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 Grantors have set their hands and seals this 31st day of May, 2013.

WITNESS

WITNESS

thir J. Barrow

Min Sidon Stander St.

 $\{L.S.\}$ 

Cynthia G. Barrow

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned notary public, in and for said county and state, hereby certify that John J. Barrow and Cynthia G. Barrow, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 31st day of May 2013.

Notary Public

My commission expires 01/12/2016

## **GRANTEES' MAILING ADDRESS:**

Kristi Blackwell 6087 Brookhill Circle Birmingham, AL 35242

### THIS INSTRUMENT PREPARED BY:

Rodney S. Parker Attorney at Law 300 Vestavia Parkway, Suite 2300 Birmingham, AL 35216 File # 2012-10-2129 JANUARY BESTON TO STATE OF THE STATE OF THE

20130604000227130 2/3 \$343.00 Shelby Cnty Judge of Probate, AL 06/04/2013 10:53:19 AM FILED/CERT

### Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1			
Grantor's Name Mailing Address	John J. Barrow 4124 Kesteven Dr. Birmingham AL 35242	Grantee's Name Mailing Address	Kristi Blackwell 10087 Brookhill Circle Birmingham AL 35242
Property Address	le 187 Brookhill Circle Birmingham AL 35242	Date of Sale Total Purchase Price or Actual Value	
	A	or Issessor's Market Value	• \$
evidence: (check of Bill of Sales Contract Closing States	e or actual value claimed on this fine) (Recordation of documentary	form can be verified in the requirement of the requ	he following documentary red)  20130604000227130 3/3 \$343.00  Shelby Cnty Judge of Probate, AL 26/04/2013 10:53:19 AM FILED/CERT
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).			
accurate. I further of the penalty indi	t of my knowledge and belief that understand that any false staten cated in Code of Alabama 1975	nents claimed on this for § 40-22-1 (h).	rm may result in the imposition
Date 5/31/13 Print John J. Barrow			
UnattestedSign / Grantor/Grantee/Owner/Agent) circle one			

Form RT-1