


This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC1300319

Cameron S. Askew
Brendon Haikes
528 Greenbrier Way
Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)


20131107000440270 1/3 \$115.00
Shelby Cnty Judge of Probate, AL
11/07/2013 01:54:17 PM FILED/CERT

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

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Seventy-Four Thousand Nine Hundred and NO/100 Dollars (\$474,900.00) to the undersigned Thornton Custom Homes & Remodeling, Inc., an Alabama corporation ("Grantor"), in hand paid by Cameron S. Askew and Brendon Haikes ("Grantees"), 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 12, according to the Amended Plat of the Final Record Plat of Heatherwood, 5th Sector, as recorded in Map Book 41, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

\$379,920.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Subject to: (1) Ad valorem taxes due and payable October 1, 2014 and all subsequent years thereafter; (2) Fire district, municipal or other assessments for 2013 and subsequent years not yet due and payable; (3) Mineral and mining rights not owned by Grantor; (4) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration which is incorporated herein by reference in its entirety; as recorded in Inst. #20030411000221760 corrected in Inst. No. 20070111000016540 and Inst. No. 20080104000002410 in the Probate Office of Shelby County, Alabama and (5) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

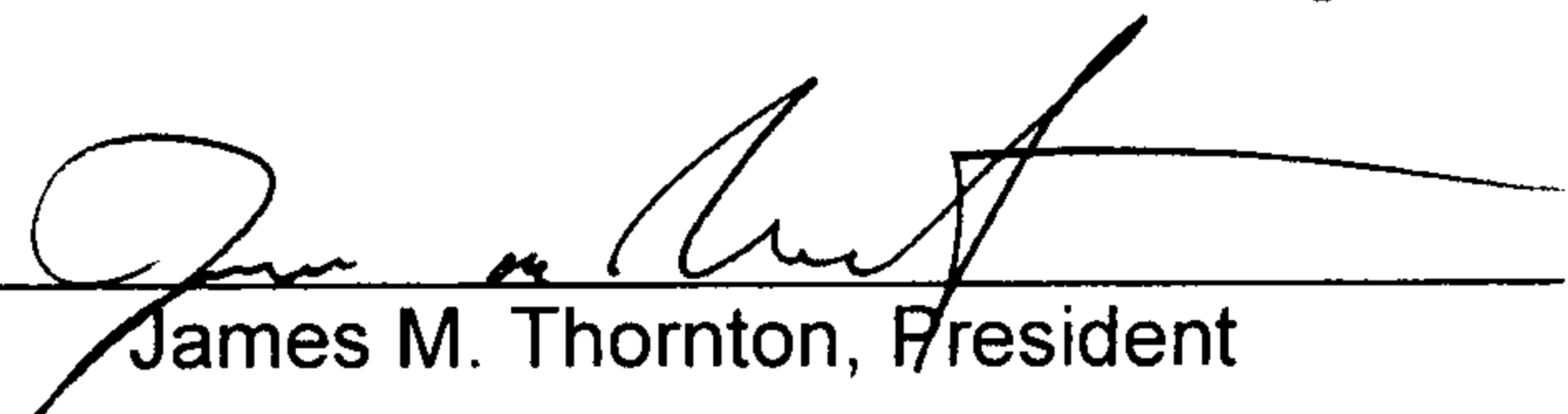
Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, 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 under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property (including, without limitation, radon, sinkholes, underground mines,

tunnels, limestone formations and deposits, failure of Common Area slopes, or trees, rocks, water or other objects from Common Areas).

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 Custom Homes & Remodeling, Inc., an Alabama corporation, by its President, James M. Thornton, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of October, 2013.

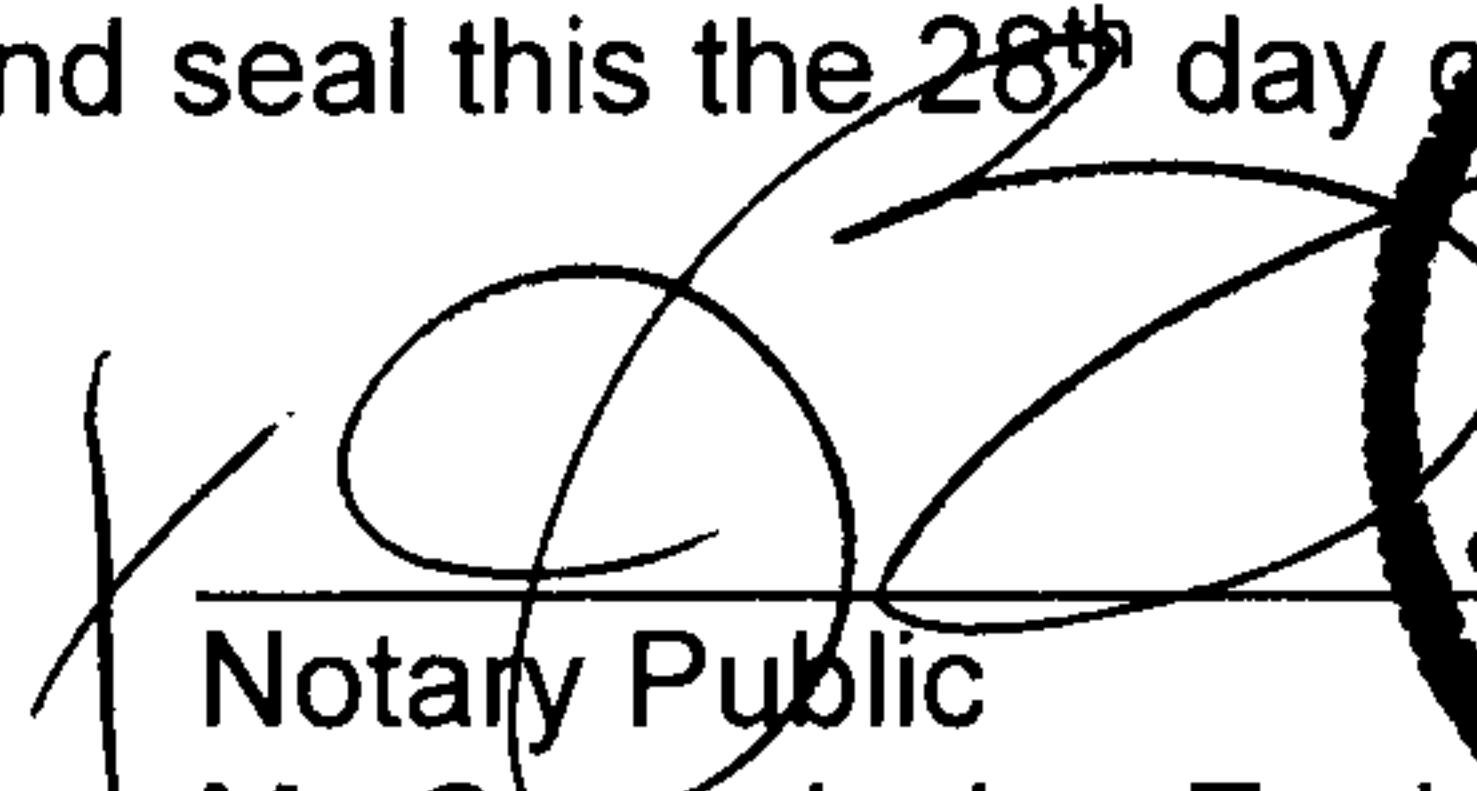
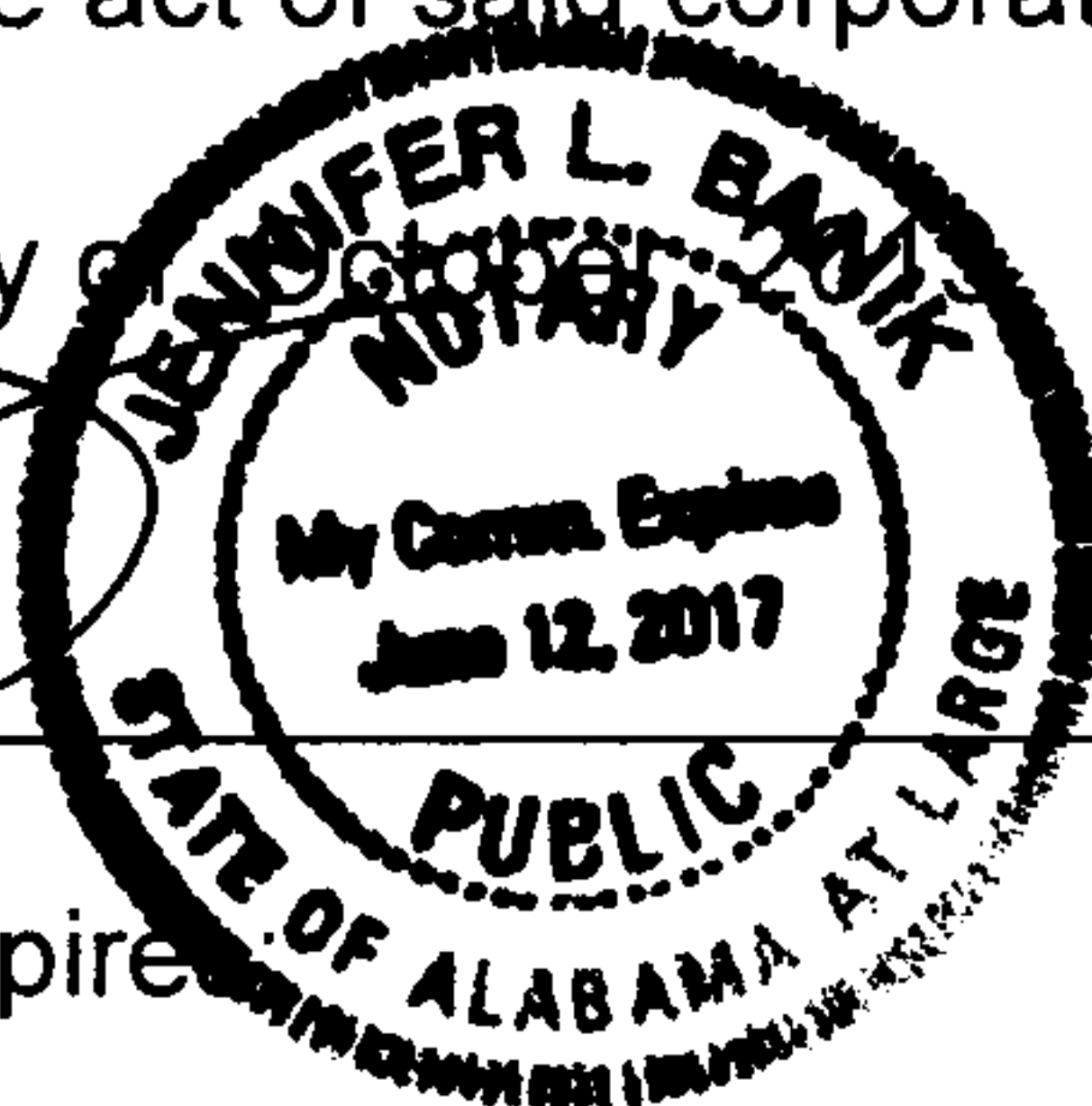
Thornton Custom Homes & Remodeling, Inc.,

By: 
James M. Thornton, President


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James M. Thornton, whose name as President of Thornton Custom Homes & Remodeling, 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 28th day of October,


Notary Public
My Commission Expires 

[SEAL]


20131107000440270 2/3 \$115.00
Shelby Cnty Judge of Probate, AL
11/07/2013 01:54:17 PM 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 Thornton Custom Homes Grantee's Name Cameron S. Askeew
Mailing Address + Remodeling Mailing Address Brendon Naikes
5300 Cahaba River Road 528 Greenbrier Way
Birmingham AL Birmingham AL 35244

Property Address 528 Greenbrier Way Date of Sale 10-28-13
Birmingham AL Total Purchase Price \$ 474,900
35244 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
☒ 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 to property is being conveyed.

Property address - the physical address of the property being conveyed

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 10-28-13

Print

Jennifer Banik

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1