

This instrument was prepared by:  
John L. Hartman, III  
P. O. Box 846  
Birmingham, Alabama 35201

Send Tax Notice To:  
Patrick Cory Lofthus  
Heather Lofthus  
2978 Kelham Grove Way  
Birmingham, AL 35242

**CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor**

STATE OF ALABAMA )



20131113000446850 1/3 \$131.50  
Shelby Cnty Judge of Probate, AL  
11/13/2013 01:24:58 PM FILED/CERT

SHELBY COUNTY )

That in consideration of Three Hundred Thirty Two Thousand Three Hundred Sixty Three and No/100 (\$ 332,363.00) Dollars

to the undersigned grantor, **NSH CORP.**, an Alabama corporation, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto PATRICK CORY LOFTHUS AND HEATHER LOFTHUS

, (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$221,000.00 of the purchase price recited above is being paid by a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said grantees, 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 grantees 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 grantees herein shall take as tenants in common.

And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 8th day of November, 20 13.

Shelby County, AL 11/13/2013  
State of Alabama  
Deed Tax:\$111.50

NSH CORP.

By: 

Authorized Representative

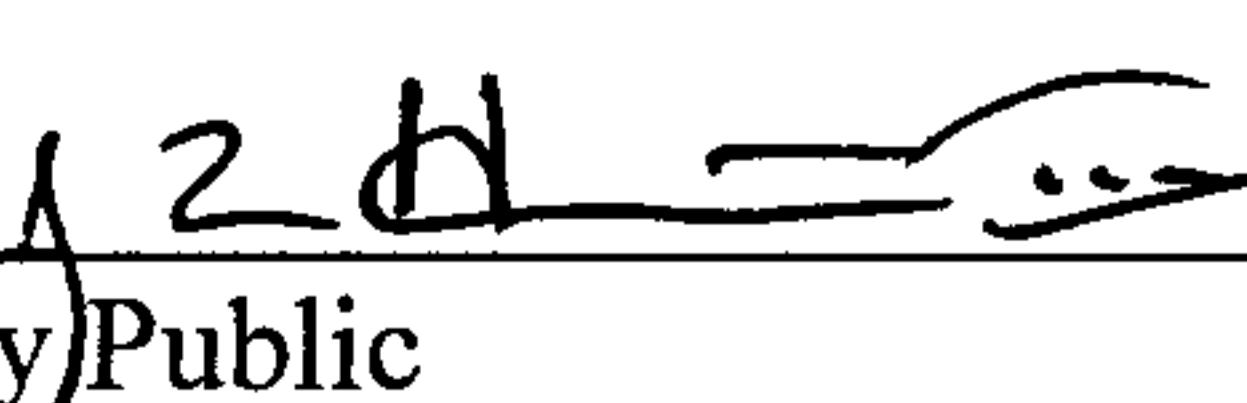
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Belcher, whose name as Authorized Representative of NSH CORP., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 8th day of November, 20 13, 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 official seal this 8th day of November, 20 13.

My Commission Expires:

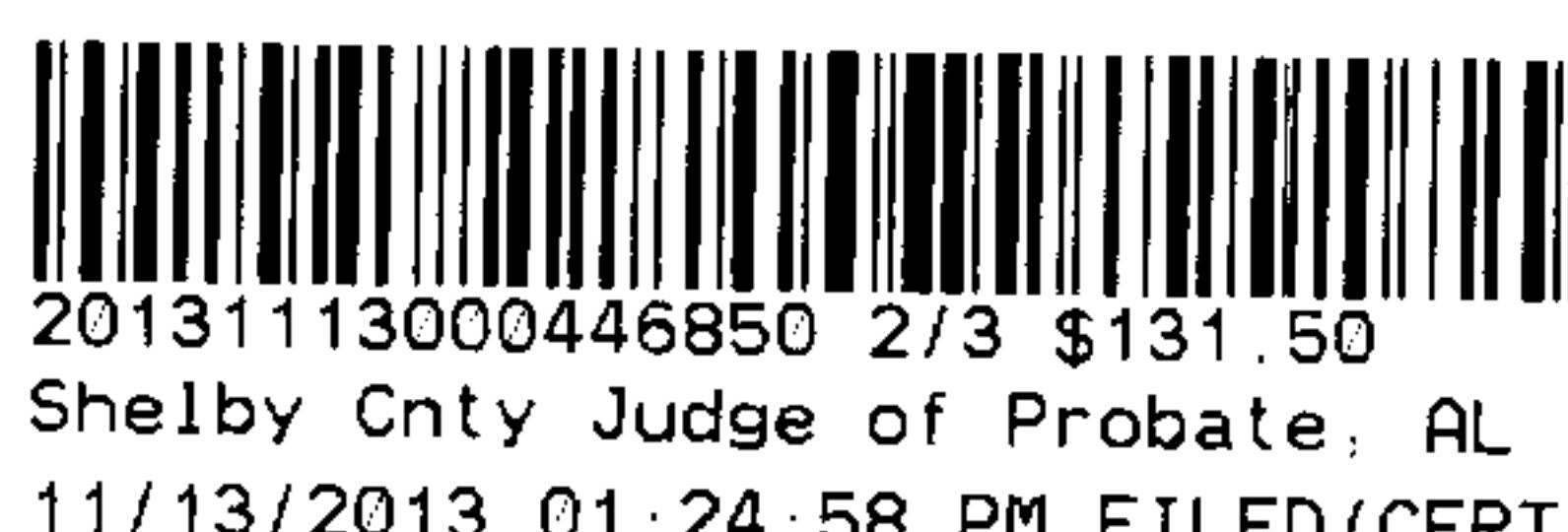
08/04/2017

  
Notary Public

**EXHIBIT "A"**

Lot 50, according to the Survey of The Village at Highland Lakes, Kelham Grove Neighborhood, as recorded in Map Book 43, Page 87 A & B, in the Office of the Judge of Probate Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"); (3) Restrictions as recorded in Instrument No. 20041202000659280 and amended in Instrument No. 20060524000244790 in said Probate Office; (4) Easement to Alabama Power Company as recorded in Instrument No. 20060630000314890, Instrument No. 2006063000315260, Instrument No. 20060630000315270 and Instrument No. 20080401000130220 in said Probate Office; (5) Easement to Bellsouth Telecommunications as recorded in Instrument No. 200508030003943200 in said Probate Office; (6) Grant of Land Easement with Restrictive Covenants as recorded in Instrument No. 20061212000610650, Instrument No. 20060828000422180 and Instrument No. 20071108000516450 in said Probate Office; (7) Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 2007022300084910, amended in Instrument No. 20070830000408300; further amended in Instrument No. 20080501000178840; further amended in Instrument No. 2009012100018210; Fourth Supplemental Declaration recorded in Instrument No. 20110125000025020; further amended by Corrective Fourth Supplemental Declaration in Instrument No. 20110406000107050; and further amended by Fifth Supplemental Declaration in Instrument 20110406000107060 in said Probate Office; (8) Declaration of Easement and Master Protective Covenants as recorded in Instrument No. 200604210000186650 in said Probate Office; (9) Articles of Incorporation of Highland Village Residential Association as recorded in Instrument No. 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Book LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama; (10) Mineral and mining rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417 in said Probate Office; (11) Right of way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument No. 1992-15747 and Instrument No. 1992-24264 in said Probate Office; (12) Right of way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569 and Deed Book 134, Page 411 in said Probate Office; (13) Right of way as recorded in Shelby Real 103, Page 844 and Map Book 3, Page 148 in said Probate Office; (14) Easement for ingress/egress recorded in Deed Book 321, Page 812 in said Probate Office; (15) Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument No. 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument No. 20051213000644260 in said Probate Office; (16) Reservations, limitations, conditions and release of damages as recorded in Instrument No. 20051229000667950 in said Probate Office; (17) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes as recorded in Instrument No. 20121107000427760 in Probate Office; (18) Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood as recorded in Instrument No. 20130613000242820 in the Probate Office of Shelby County, Alabama.



## Real Estate Sales Validation Form

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

Grantor's Name NSH Corp.

Mailing Address 3545 Market Street  
Hoover, AL 35226

Grantee's Name Patrick Cory Lofthus  
Heather Lofthus

Mailing Address 2978 Kelham Grove Way  
Birmingham, AL 35242

Property Address 2978 Kelham Grove Way  
Birmingham, AL 35242

Date of Sale November 8, 2013

Total Purchase Price \$332,363.00

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)

Bill of Sale  Appraisal  
 Sales Contract  Other  
 Closing Statement

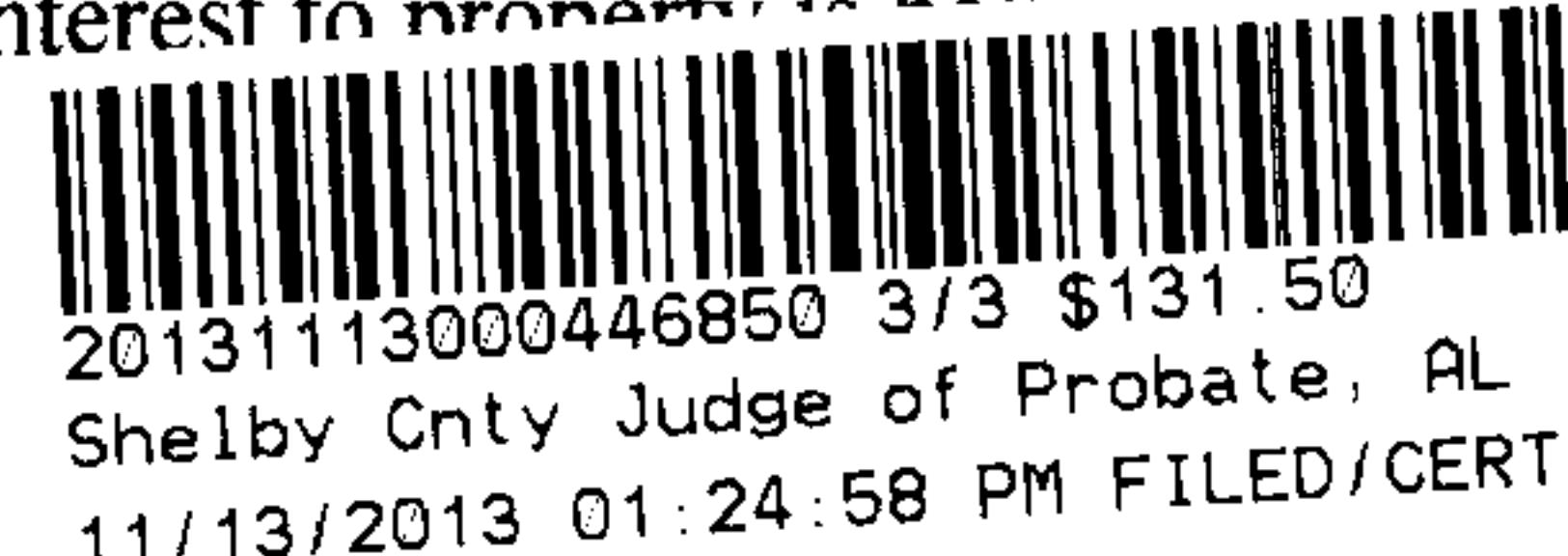
If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

### 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 November 8, 2013

Print: John L. Hartman, III

Unattested

(verified by)

Sign

*J L Hartman III*  
(Grantor/Grantee/Owner/Agent) circle one