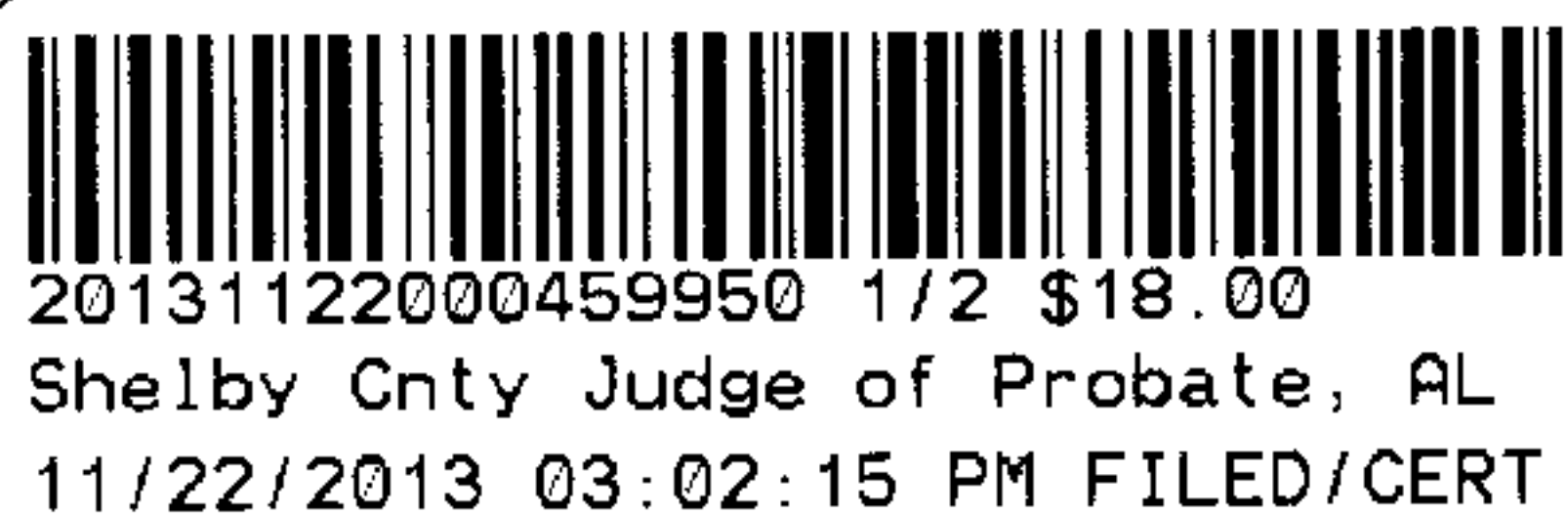


THIS INSTRUMENT PREPARED BY:  
R. Timothy Estes, Esq.  
Estes, Sanders & Williams, LLC  
4501 Pine Tree Circle  
Vestavia Hills, Alabama 35243



SEND TAX NOTICE TO:  
Malcolm Brewster  
157 Greenwood Circle  
Calera, AL 35040

## STATUTORY WARRANTY DEED Joint Tenants with Rights of Survivorship

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY )

That in consideration of **One Hundred Seventy Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$170,795.00)** and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof are acknowledged,

**D.R. Horton, Inc. - Birmingham**  
(herein referred to as GRANTORS, whether one or more) does, grant, bargain, sell and convey unto

**Malcolm Brewster and Kerry Whitehead**  
(herein referred to as GRANTEE, whether one or more), all of its right, title and interest in and to that certain real estate situated in SHELBY County, Alabama, to-wit:

**Lot 127, according to the Survey of Old Ivy Subdivision Phase 2, as recorded in Map Book 36, page 6A and 6B, in the Probate Office of Shelby County, Alabama.**

Together with reservations, conditions, powers of attorney, easements, options, covenants, agreements, limitations on title and all other provisions contained in or incorporated by reference into the Declaration of Covenants, Conditions and Restrictions for Old Ivy Subdivision recorded in Instrument 20051104000574530 and Supplemental Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20120504000157040, in the Probate Office of Shelby County, Alabama, in the By-Laws, in any instruments creating the estate or interest and in any other instrument referred to in any of the instruments as aforesaid.

Mineral and mining rights excepted. Subject to current taxes, conditions, covenants, easements and restrictions of record. \$174,280.00 of the consideration was paid from a mortgage loan closed simultaneously herewith.

**TO HAVE AND TO HOLD**, unto 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 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.

By acceptance of this Deed, Grantees hereby covenant and agree for themselves and their heirs and assigns that the Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property conveyed herein or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations, deposits or conditions) under or on said property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons or entities holding under or through Grantees.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

**IN WITNESS WHEREOF**, the said GRANTOR by its Assistant Secretary who is authorized to execute this conveyance, hereto set her signature and seal this the 18th day of November, 2013.

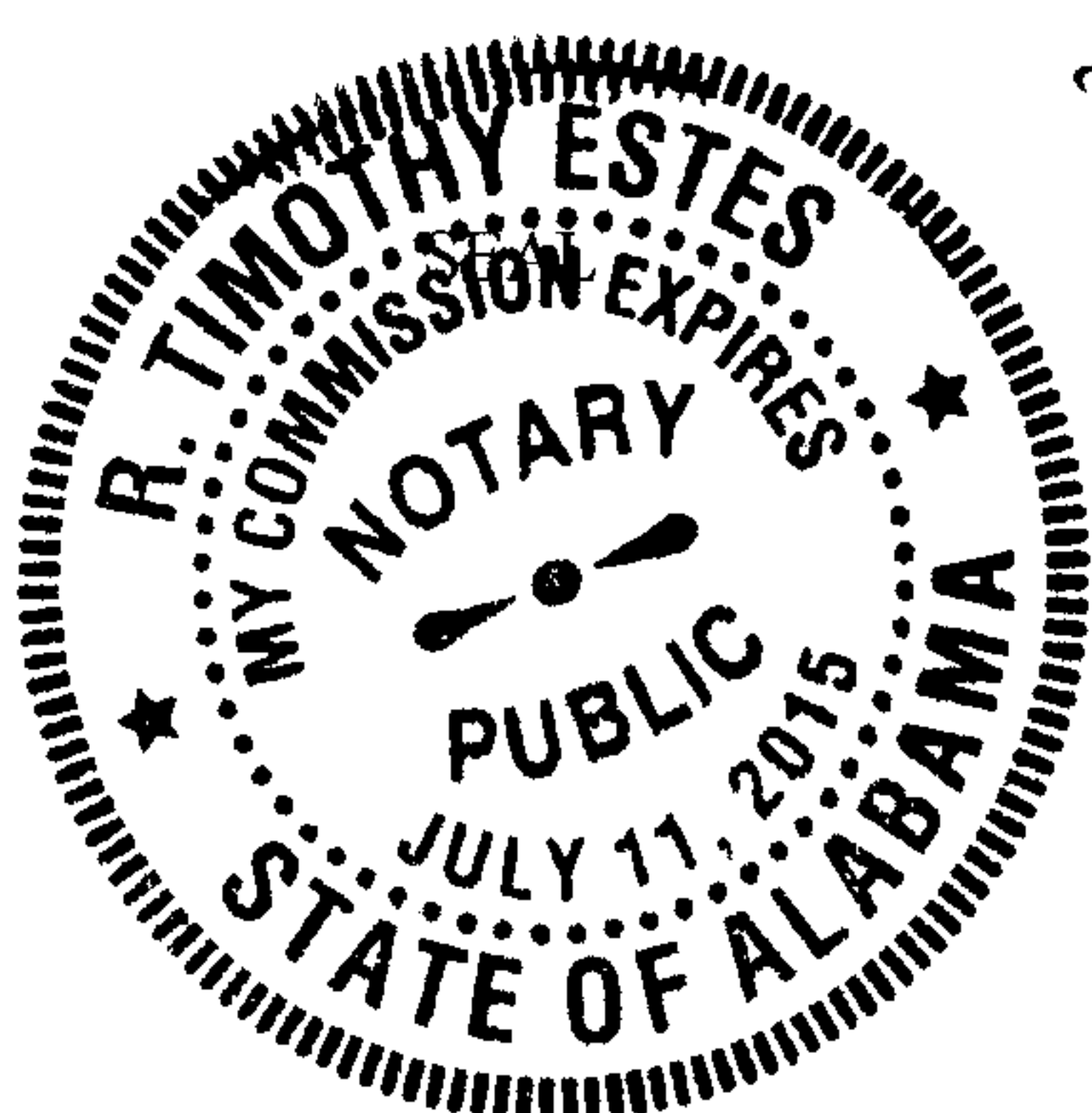
D. R. HORTON, INC. - BIRMINGHAM

BY: Brenda L. Gibson  
ITS: Assistant Secretary

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda L. Gibson whose name as Assistant Secretary of D.R. HORTON, INC. - BIRMINGHAM a 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, the 18th day of November, 2013.



Notary Public  
My Commission Expires: 7/11/15



## Real Estate Sales Validation Form

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

Grantor's Name: DR Horton, Inc. - Birmingham

Grantee's Name: Malcolm Brewster

Kerry Whitehead

Mailing Address: 3570 Grandview Parkway, Ste 100  
Birmingham, AL 35243

Mailing Address: 1671 Valley Ave Apt B  
Birmingham, AL 35209

Property Address: 157 Greenwood Circle  
Calera, AL 35040

Date of Sale: 11/18/13

Total Purchase Price: \$ 170,795.00

OR Actual Value: \$ \_\_\_\_\_

OR Assessor's Value: \$ \_\_\_\_\_

The Purchase Price or Actual Value claimed on this form can be verified in the following documentary evidence: (Recordation of 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 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 is 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 an 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 § 40-22-1 (h).

Date: 11-18-13

Print Name: DR Horton, Inc. - Birmingham

Signature: Grenda L. [Signature]

☒ Grantor ☐ Grantee ☐ Owner ☐ Agent

☐ Unattested \_\_\_\_\_

(Verified by)



20131122000459950 2/2 \$18.00  
Shelby Cnty Judge of Probate, AL  
11/22/2013 03:02:15 PM FILED/CERT