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

SEND TAX NOTICE TO: Christopher Morgan 1057 Seminole Place Calera, AL 35040

## STATUTORY WARRANTY DEED Joint Tenants with Rights of Survivorship

STATE OF ALABAMA	)	
		<b>KNOW ALL MEN BY THESE PRESENTS</b>
COUNTY OF SHELBY	)	

That in consideration of Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00) 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

## Christopher Morgan and Laura Morgan

(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 188, according to Survey of The Reserve at Timberline Phase 2, as recorded in Map Book 39, page 27, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted. Subject to current taxes, conditions, covenants, easements and restrictions of record. \$240,562.00 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 30th day of December, 2013.

D. R. HORTON, INC. - BIRMINGHAM

BY: Brenda L. Gibson

ITS: Assistant Secretary

Shelby County, AL 01/02/2014

State of Alabama

Deed Tax: \$4.50

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 30th day of December, 2013.

Notar<del>√</del> Public

My Commission Expires 1

Shelby Cnty Judge of Probate, AL 01/02/2014 12:29:20 PM FILED/CERT

	Real Es	state Sales	Validation F	orm	
This Document mi	ust be filed in acco	ordance with (	Code of Alabama	1975 § 40-2	2-1
Grantor's Name:	DR Horton, Inc	- Birmingham	_ Grantee's Nam	e: <u>Christop</u> Laura Mo	ner Morgan rgan
Mailing Address:	2188 Parkway Lake Hoover, AL 35244	· · · · · · · · · · · · · · · · · · ·	_ Mailing Addre	201 Crow Hoover,	ne Reserve Drive AL 35244
Property Address:	1057 Seminole Pla Calera, AL 35040	æ			
Date of Sale:	12/30/13	OR Actual V	ase Price: \$_245,0 /alue: \$ r's Value: \$	00.00	•
The Purchase Price documentary evide	e or Actual Value ence: (Recordation	claimed on the	is form can be ve is not required)	rified in the	following
□Bill of Sale	Sales Contract	□Closing Sta	tement 🗀 Appr	aisal 🗆 Ot	ner
If the conveyance of referenced above,				of the require	d information
		INSTRUC	TIONS		
Grantor's name and m their current mailing a		ide the name of tl	ne person or persons	conveying inte	rest to property and
Grantee's name and m being conveyed.	ailing address - provi	ide the name of th	he person or persons	to whom intere	st to property is
Property Address - the	physical address of t	the property bein	g conveyed, if availa	ble.	•
Date of Sale - the date	on which interest to	the property is co	onveyed.		
Total Purchase Price - by the instrument offer	•	d for the purchase	e of the property, bot	h real and pers	onal, being conveyed
Actual Value - if the posterior conveyed by the instruant appraiser or the assess	iment offered for reco	ord. This may be	• • •	•	_
If no proof is provided use valuation, of the property tax purpo (h).	roperty as determined	d by the local off	icial charged with the	e responsibility	of valuing property
Date: 13-30	<u>~/3</u>	Print Name:	D/R. Har-ton	Fre-Bir	mingham
		Signature: Grantor	Grantee DC	winer DA	duan, Aggigt
□Unattested	/₹↑ • ~ ¬	1	,		
	(Verified	Dy)	20140 Shelh	102000000800 2	/2 \$21.50
	r		01/02	y Cnty Judge o /2014 12:29:20	f Probate, AL PM FILED/CERT

17-11-25