

This Instrument was Prepared by:  
Shannon E. Price, Esq.  
P. O. Box 19144  
Birmingham, AL 35219

Send Tax Notice To: Marie Preston Calhoun  
Alan Brian Calhoun  
2049 Brae Trail  
Birmingham, AL 35242

## **WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

State of Alabama

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Four Hundred Seventy Five Thousand Dollars and No Cents (\$475,000.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, I, **Tess Powers, an unmarried woman, whose mailing address is 1353 Riverstone Pkwy, Ste 120-172, Canton, GA 30114** (herein referred to as Grantor), does grant, bargain, sell and convey unto **Marie Preston Calhoun and Alan Brian Calhoun, wife and husband, whose mailing address is 2049 Brae Trail, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants 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, **the address of which is 2049 Brae Trail, Birmingham, AL 35242;** to wit;

LOT 13, ACCORDING TO THE 2ND AMENDED PLAT OF AMENDED PLAT OF THE BRAE SECTOR OF GREYSTONE FARMS, AS RECORDED IN MAP BOOK 19, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE FARMS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN INSTRUMENT #1995-16401, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

**Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.**

All taxes for the year 2014 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 19, Page 141.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining 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 121, Page 294, and in Deed Book 60, Page 260.

Right of Way to The Water Works and Sewer Board of the City of Birmingham as recorded in Instrument #1993-20841.

Right of Way to Birmingham Water Works as recorded in Instrument #1995-11637.

Shelby County, AL 05/22/2014  
State of Alabama  
Deed Tax: \$475.00

Amended and Restated restrictive covenants as recorded in REAL 265, Page 96.

Shelby Cable Agreement as recorded in REAL 350, Page 545.

Covenants and Agreement for water service as set out in Agreement recorded in REAL Book 235, Page 574, modified in Instrument #1992-20786, further modified in Instrument #1993-22318.

Development Agreement as recorded in Instrument #1994-22318.

Declarations and Covenants, Conditions and Restrictions of Greystone Farms as recorded in Instrument #1995-16401, amended in Instrument # 1995-1432.

Sanitary Sewer Easement as recorded in Instrument #1995-4395.



\* Greystone Farms Reciprocal Easement Agreement as recorded in Instrument #1995-16400.

Greystone Farms Community Center Property Declaration of Covenants, Conditions, and Restrictions as recorded in Instrument #1995-16403.

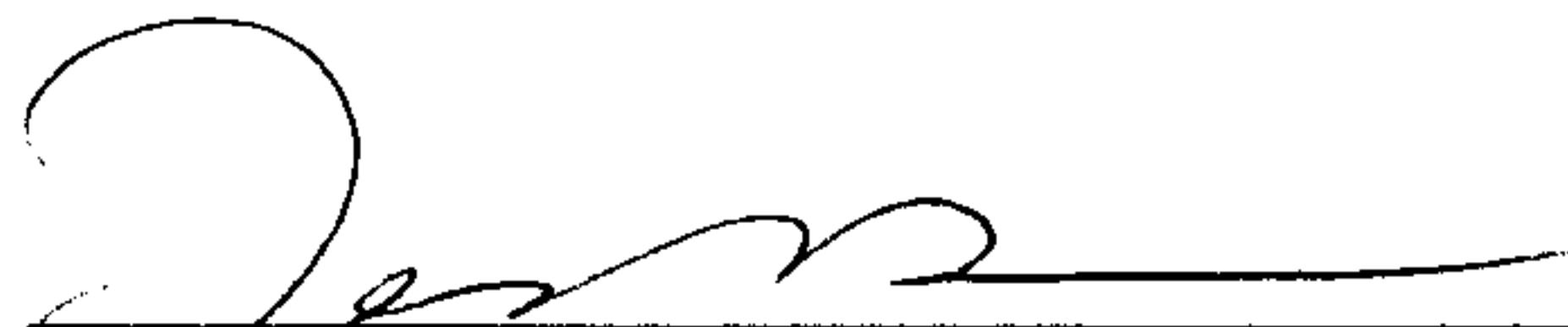
Easement and right of way to Alabama Power Company as recorded in Instrument #2000-23204.

Release of damages as recorded in Instrument #1996-39434.

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 parties to this conveyance, that (unless the joint tenancy hereby created is served 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 19th day of May, 2014.

  
\_\_\_\_\_  
Tess Powers

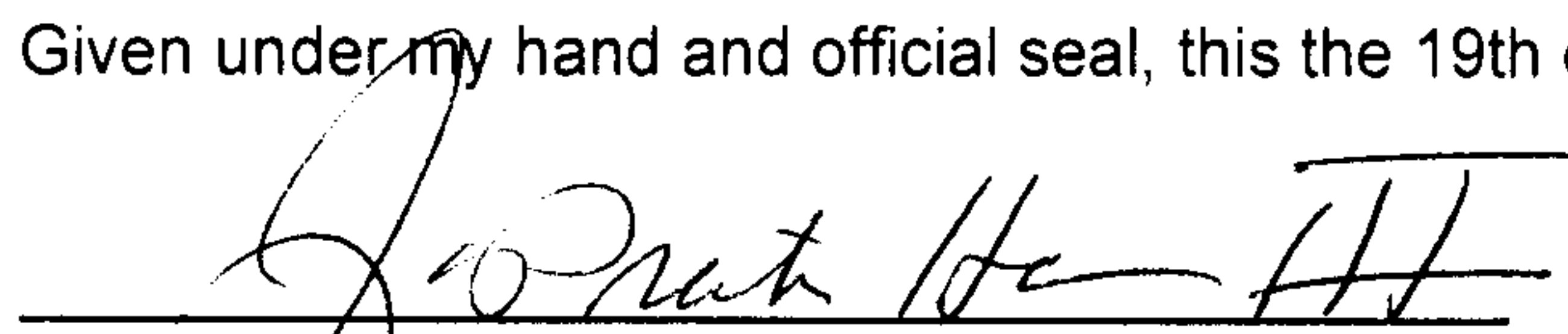
State of Alabama

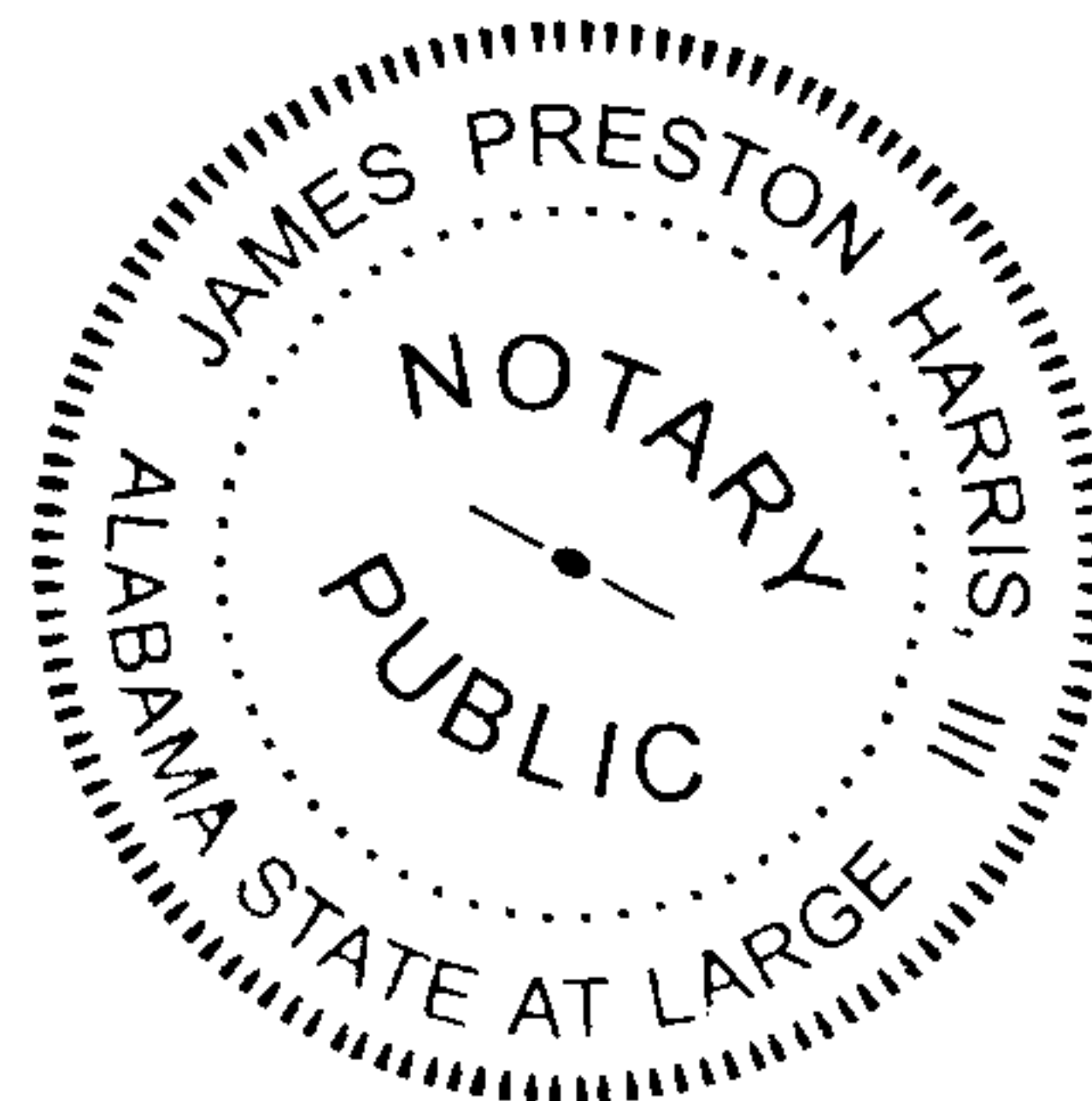
} General Acknowledgment

Jefferson County

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Tess Powers, an unmarried woman 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 official seal, this the 19th day of May, 2014.

  
\_\_\_\_\_  
Notary Public, State of Alabama  
the undersigned authority  
Printed Name of Notary  
My Commission Expires: 3/21/2018



  
20140522000156110 2/3 \$495.00  
Shelby Cnty Judge of Probate, AL  
05/22/2014 02:23:39 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 Tess Powers

Grantee's Name Marie Preston Calhoun  
Alan Brian Calhoun

Mailing Address 1353 Riverstone Pkwy, Ste 120-172  
Canton, GA 30114

Mailing Address 2049 Brae Trail  
Birmingham, AL 35242

Property Address 2049 Brae Trail  
Birmingham, AL 35242

Date of Sale May 19, 2014  
Total Purchase Price \$475,000.00

or  
Actual Value \_\_\_\_\_

or  
Assessor's Market Value \_\_\_\_\_



20140522000156110 3/3 \$495.00  
Shelby Cnty Judge of Probate, AL  
05/22/2014 02:23:39 PM FILED/CERT

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 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 of 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 May 16, 2014

Print Tess Powers

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)