

## Warranty Deed

STATE OF ALABAMA

COUNTY OF SHELBY

JOINTLY FOR LIFE  
WITH REMAINDER TO SURVIVOR

**Know all Men by these Presents:** That, in consideration of One Hundred Seventy Five Thousand and No/100ths Dollars (\$175,000.00) and other good and valuable consideration to him in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **MICHAEL ARREOLA, a married person** (herein referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **DOUGLAS S. FAGAN AND NOEL R. FAGAN** (herein referred to as "Grantees") for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 61, according to the survey of Scottsdale, Third Addition, Phase Two, as recorded in Map Book 9, page 12, in the Probate Office of Shelby County, Alabama.

Subject property does not constitute the homestead of the grantor nor that of his respective spouse.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Alabaster, Shelby County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights, 2014 ad valorem taxes, and the following:

1. **Building Setback line of 35 feet reserved from Heather Lane, as shown per plat.**
2. **Utility easements as shown by recorded plat, including, 10 feet along the rear and 7.5 feet on the northwesterly side.**
3. **Restrictions, covenants, and conditions as set out in Book 57, page 307, and Book 51, page 631, in Probate Office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**
4. **Restrictions, limitations and conditions as set out in Plat Book 9, page 12, in the Probate Office of Shelby County, Alabama.**
5. **Easement(s) granted to South Central Bell Telephone Company as set out in Book 349, page 859, in the Probate Office.**
6. **Agreement with Alabaster Water and Gas Board, as recorded in Book 52, page 12, in the Probate Office.**
7. **Outstanding rights of redemption in favor of all persons and entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated December 12, 2013 and recorded on December 30, 2013, in Inst. No. 20131230000496280, in the Probate Office of Shelby County, Alabama. The company hereby insures the insured Lender against any loss or damage arising out of the redemption/or attempted redemption of subject property.**

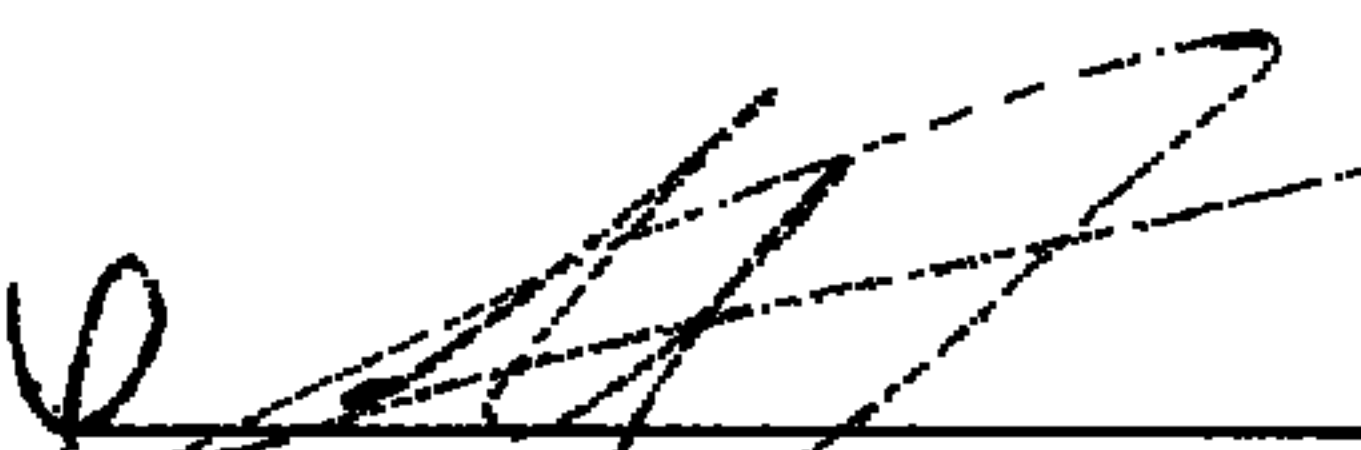
**\$ 140,000.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.**

**To Have and To Hold** the aforegranted premises to the said Grantees for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the said Grantor does, for himself, his heirs and assigns, covenant with said Grantees, their heirs and assigns, that he is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that he has a good right to sell and convey the same as aforesaid, and that he will and his heirs and assigns shall **Warrant and Defend** the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

**In Witness Whereof**, the said Grantor has set his hand and seal this 11th day of August, 2014.

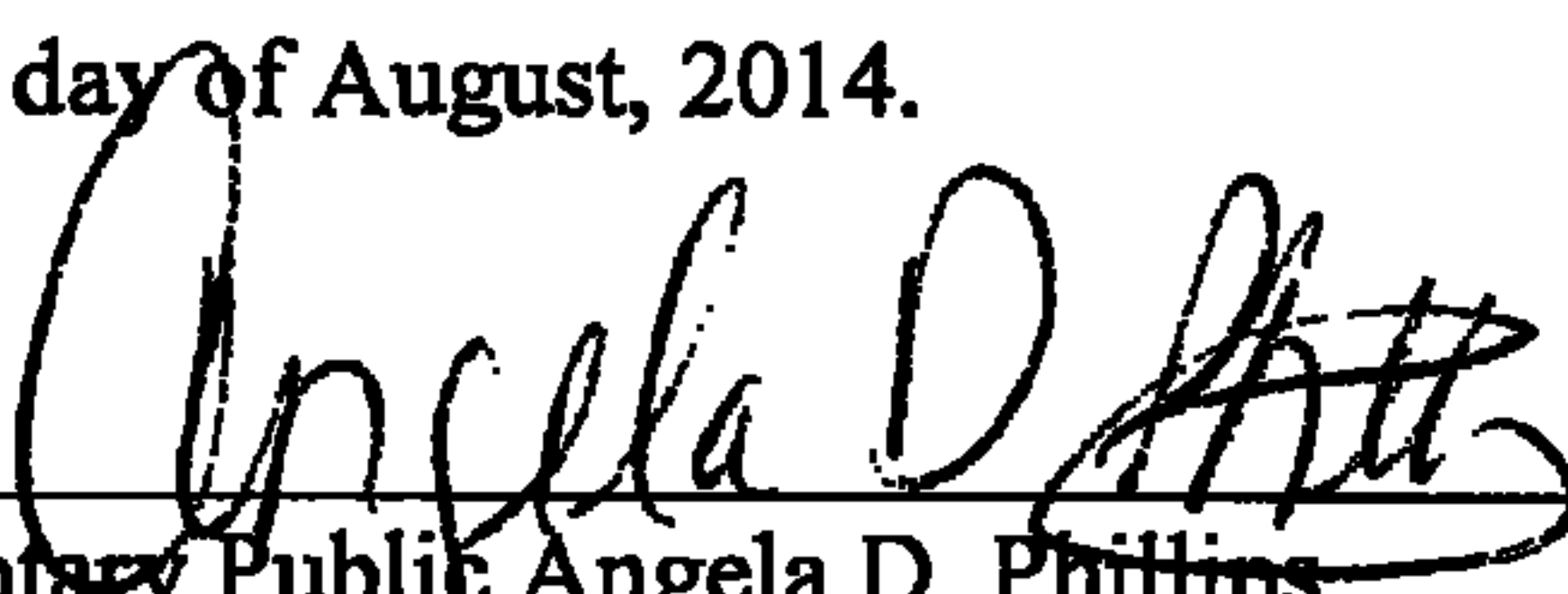
  
\_\_\_\_\_  
WITNESS

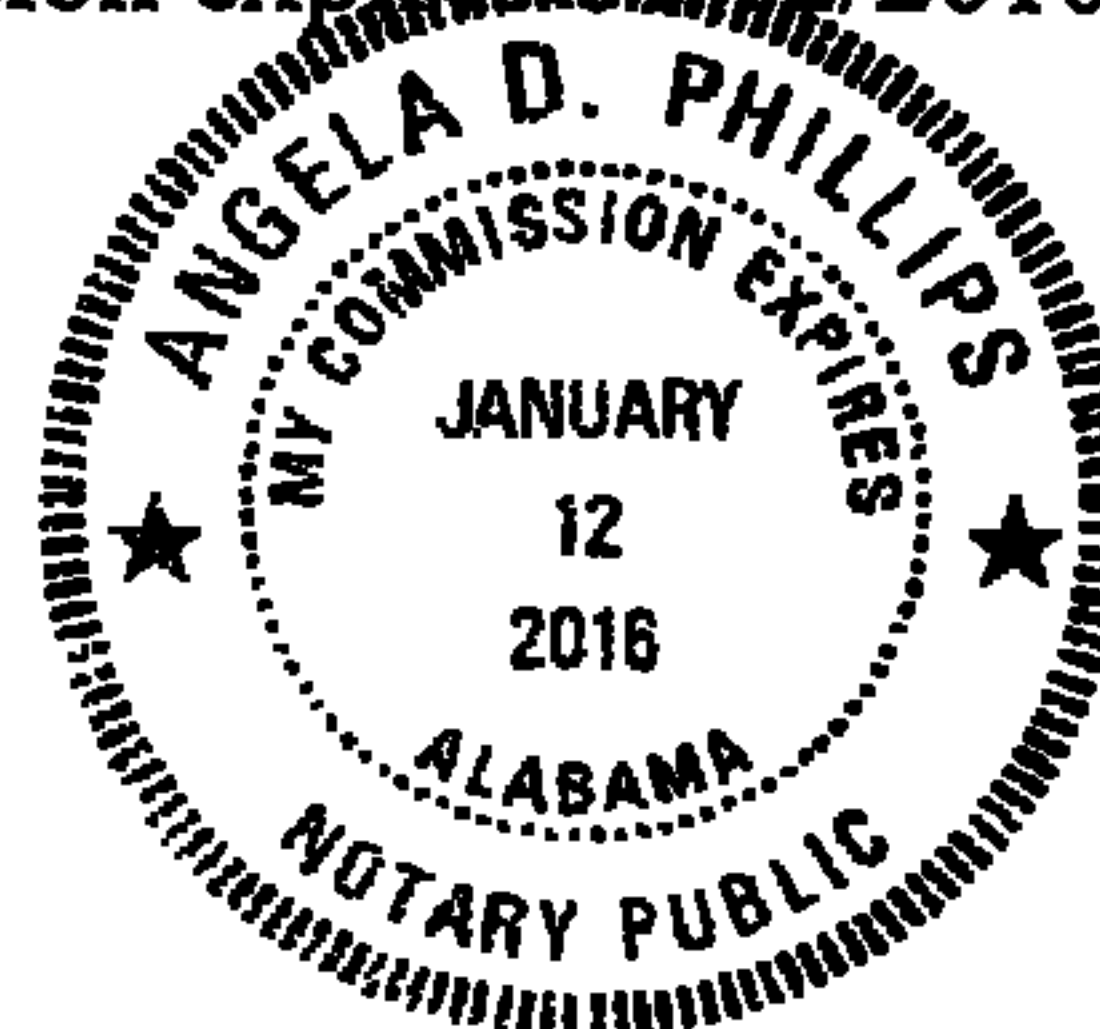
  
\_\_\_\_\_  
Michael Arreola {L.S.}

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned notary public, in and for said county and state, hereby certify that **Michael Arreola**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of August, 2014.

  
\_\_\_\_\_  
Notary Public Angela D. Phillips  
My commission expires 01/12/2016



**GRANTEES' MAILING ADDRESS:**

Douglas S. Fagan  
1417 Heather Ln  
Alabaster, AL 35007

**THIS INSTRUMENT PREPARED BY:**

Rodney S. Parker, Attorney at Law  
300 Vestavia Parkway, Suite 2300  
Birmingham, AL 35216  
File # 2014-07-4140

## Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name  
Mailing Address

Michael Arreola

4506 Summer Place Pkwy  
Hoover AL 35044

Grantor's Name Douglas S. Fagan and Noel R. Fagan

Mailing Address 1417 Heather Ln  
Alabaster, AL 35007Property Address 1417 Heather Ln  
Alabaster, AL 35007Date of Sale 08/11/2014  
Total Purchase Price \$175,000.00

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 evidenced: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale☐ Appraisal☐ Sales Contract☐ Other☐ XXX 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 - provided 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 of the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real 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 not 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).

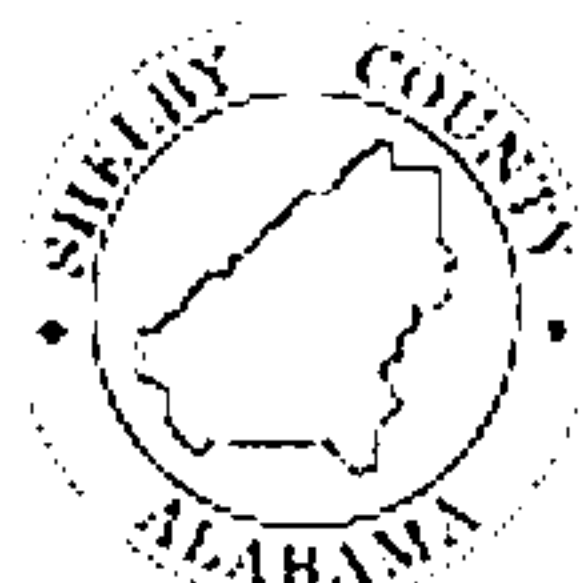
Date 8/11/14

Unattested

Print: Michael Arreola

Sign

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/13/2014 08:13:16 AM  
\$55.00 CHERRY  
20140813000252040