

STATE OF ALABAMA
COUNTY OF SHELBY

Warranty Deed

Know all Men by these Presents: That, in consideration of Two Hundred Eight Thousand Five Hundred and No/100ths Dollars (\$208,500.00) and other good and valuable consideration to them in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **MARY C. HINKLE AND MICHAEL W. HINKLE, AS TRUSTEES OF THE MARY C. HINKLE AND MICHAEL W. HINKLE 2009 REVOCABLE TRUST** (herein referred to as "Grantors") do by these presents grant, bargain, sell and convey unto **MARY C. ABBOTT** (herein referred to as "Grantee") as sole owner, the following described real estate situated in Shelby County, Alabama, to-wit:

Unit 25, Building 6, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Inst. No. 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Condominium of Edenton as recorded in Inst. No. 20070508000215660, 2nd Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20070522000237580, 3rd Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20070606000263790, and the 4th Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20070626000297920, 5th Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20070617000390000, 6th Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20071214000565780, 7th Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20080131000039690, 8th Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20080411000148760, Ninth Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20080514000195360, Tenth Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20080814000326660, Eleventh Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20081222000184480, Twelfth Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20090107000004030, Thirteenth Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20090415000138180, Fourteenth Amendment to the Declaration of Condominium of Edenton as recorded in Inst. No. 20090722000282160 and any amendments thereto, to which Declaration of Condominium, a plan is attached as Exhibit "C" thereto, and as recorded in the Condominium Plat of Edenton, a Condominium, in Map Book 38, page 77, 1st Amended Condominium Plat of Edenton, a Condominium, in Map Book 39, page 4, 2nd Amended Condominium Plat of Edenton, a Condominium, in Map Book 39, page 79, 3rd Amended Condominium Plat of Edenton, a Condominium, in Map Book 39, page 137, 4th Amended Condominium Plat of Edenton, a Condominium, in Map Book 40, page 54, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Inst. No. 20070425000539250, in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Residential Owners Association, Inc., are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D". Together with rights in and to that certain Non-Exclusive Roadway Easement as set out in Inst. No. 20051024000550530, in the Office of the Judge of Probate of Shelby County, Alabama.

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 Birmingham, 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. Right(s) of Way(s) granted to Alabama Power Company, as set out in Deed Book 126, page 187, Deed Book 126, page 187, Deed Book 185, page 120, Real 105, page 861 and REal 167, page 335, in the Probate Office.
2. Roadway Easement Agreement as recorded in Inst. No. 20051024000550530 and Inst. No. 20061024000523450, in Probate Office.
3. Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Inst. No. 20051024000550540 and in Inst. No. 20061024000523460, in Probate Office.
4. Easement for grading and slope maintenance recorded in Inst. No. 20060817000404390, in Probate Office.
5. Easement to BellSouth, as recorded in Inst. No. 20060920000466950, in Probate Office.
6. Easement to Alabama Power Company recorded in Inst. No. 20061212000601050, Inst. No. 20061212000601060, Inst. No. 20060828000422250, Inst. No. 2006121200601460, Inst. No. 20070517000230870, and Inst. No. 20070517000231070, in Probate Office.
7. Declaration of Condominium of Edenton, a Condominium which is recorded in Inst. No. 20070420000184480, First Amendment to Declaration of Condominium of Edenton as recorded in Inst. No. 200705000215560, Second Amendment to Declaration of Condominium of Edenton as recorded in Inst. No. 20070522000237580, in Probate Office, Third Amendment to Declaration of Condominium of Edenton as recorded in Inst. No. 20070606000263790, and any amendments thereto.
8. Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Inst. No. 20070425000639250, in Probate Office.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 41, page 83 and Deed Book 176, page 186, in Probate Office.
10. Restrictions as set out in Real 54, page 199, in Probate Office.
11. Assignment and Conveyance with Development Agreements and Restrictive Covenants by and between Cahaba Land Associates, LLC and Cahaba Beach Investments, LLC, as recorded in Inst. NO. 20051024000550520, in Probate Office.
12. Rights of others in and to the non-exclusive easement as set out in Easement Agreement in Inst. No. 20051024000550530, in Probate Office.

\$ n/a of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

To Have and To Hold the aforegranted premises to the said Grantee as sole owner.

And the said Grantors do, for themselves, their successors and assigns, covenant with said Grantee, her heirs and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good

right to sell and convey the same as aforesaid, and that they will and their successors and assigns shall **Warrant and Defend** the premises to the said Grantee, her heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantors have set their hands and seals this ____ day of August, 2014.

[Signature]
WITNESS

MARY C. HINKLE, AS TRUSTEE OF THE
MARY C. HINKLE AND MICHAEL W.
HINKLE 2009 REVOCABLE TRUST

[Signature]
WITNESS

By: Mary C. Hinkle, Trustee {L.S.}
MARY C. HINKLE, AS TRUSTEE (name/title)

MICHAEL W. HINKLE, AS TRUSTEE OF THE
MARY C. HINKLE AND MICHAEL W.
HINKLE 2009 REVOCABLE TRUST

By: [Signature] {L.S.}
MICHAEL W. HINKLE, AS TRUSTEE (name/title)

STATE OF Oklahoma
COUNTY OF Oklahoma

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary C. Hinkle and Michael W. Hinkle as Trustees of The Mary C. Hinkle and Michael W. Hinkle 2009 Revocable Trust, 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 said conveyance, they in their capacity as said Trustees of The Mary C. Hinkle and Michael W. Hinkle 2009 Revocable Trust and with full authority, executed the same voluntarily for and as the act of said Trust.

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

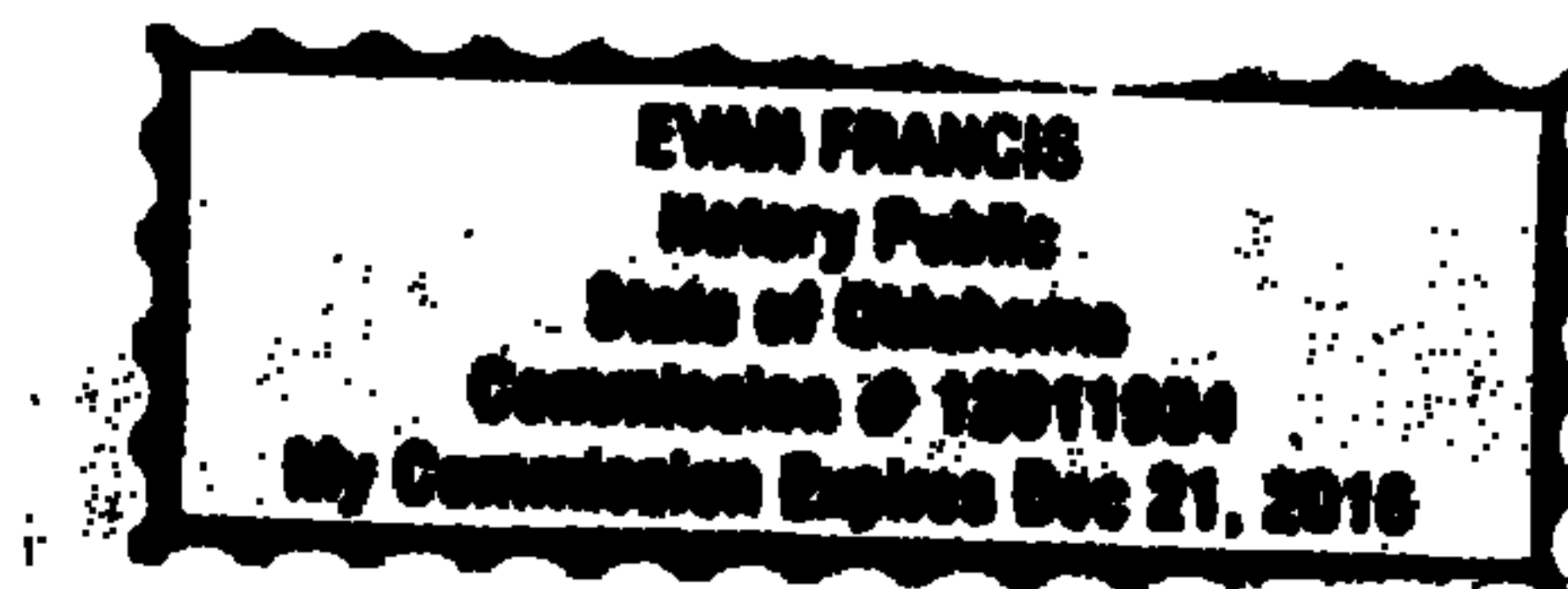
[Signature]
Notary Public
My commission expires 12/21/16

GRANTEE'S MAILING ADDRESS:

Mary C. Abbott
625 Portobello Road #25
Birmingham, AL 35242

THIS INSTRUMENT PREPARED BY:

Rodney S. Parker, Attorney at Law
300 Vestavia Parkway, Suite 2300
Birmingham, AL 35216
File # 2014-07-4126



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 AddressHinkle Trust
1160 Villas Creek Dr.
Edmond, OK 73003Grantor's Name
Mailing AddressMary C. Abbott
625 Portobello Rd #25
Birmingham AL 35242

Property Address

625 Portobello Rd #25
Birmingham AL 35242

Date of Sale

8/12/14

Total Purchase Price \$208,500.00

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
☐ 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 - 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 7/29/14

Unattested

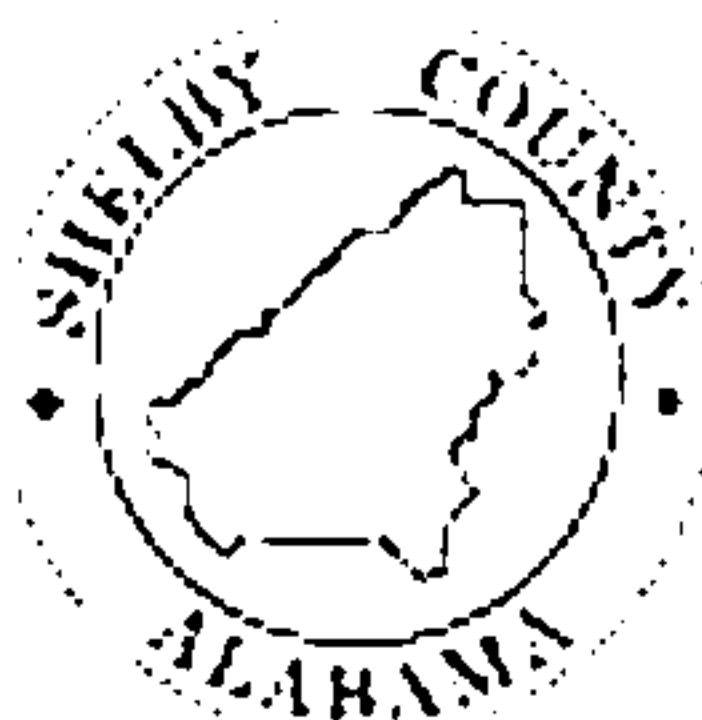
Print

Mary C. Hinkle

Sign

Mary C. Hinkle

(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 03:33:20 PM
 \$231.50 CHERRY
 20140813000253350