THIS INSTRUMENT PREPARED BY: R. Timothy Estes, Esq. Estes Title & Closings, LLC 2188 Parkway Lake Drive, Ste 101 Hoover, AL 35244



Shelby Cnty Judge of Probate, AL 09/08/2014 12:57:35 PM FILED/CERT

SEND TAX NOTICE TO: Kerry D. Welch 165 Polo Field Way Chelsea, AL 35043

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 Two Hundred Four Thousand Nine Hundred Two and 00/100 (\$204,902.00) and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof is acknowledged,

D.R. Horton, Inc. - Birmingham

(herein referred to as GRANTOR, whether one or more) does, grant, bargain, sell and convey unto

Kerry D. Welch and Sonya G. Welch

(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 13, according to the Survey of Polo Crossings, Sector 1, as recorded in Map Book 39, page #2, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted. Subject to: current taxes, conditions, covenants, easements and restrictions of record.

\$201,190.00 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 his/her signature and seal this the 27th day of August, 2014.

D. R. MORTON, INC. - BIRMINGHAM

By: Brenda L. Gibson Its: Assistant Secretary

STATE OF ALABAMA COUNTY OF Shelby

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, with the contents of the conveyance, as such coffee and with full authority, executed the same voluntarily on the day the same bears date.

Her my hand and official seal, the 27th day of August, 2014

Notary Public

My Commission Expires:

Shelby County, AL 09/08/2014 State of Alabama Deed Tax: \$4.00

Real Estate Sales Validation Form

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

		Kerry D. Welch and Sonya G.
Grantor's Name	D.R. Horton, Inc Birmingham	Grantee's Name <u>Welch</u>
Mailing Address		Mailing Address 133 Jasmine Drive
	Hoover, AL 35244	Alabaster, AL 35007
Property Address	165 Polo Field Way Chelsea, AL 35043	Date of Sale August 27, 2014
	Officiaca, AL 00040	Total Purchase Price\$204,902.00
		Or A = 4 = = 1 \ / = 1 = = = = =
		Actual Value \$or
		Assessor's Market Value\$
•	orice or actual value claimed on thinck one) (Recordation of documenta	s form can be verified in the following documentary ary evidence is not required)
bill of Sale	• • • • • • • • • • • • • • • • • • •	Appraisal
Sales Cont	·	Other
Closing Sta	atement	
•	ce document presented for record of this form is not required.	ation contains all of the required information referenced
	Ins	structions
	and mailing address - provide the eir current mailing address.	name of the person or persons conveying interest to
Grantee's name property is bein		e name of the person or persons to whom interest to
· •	ss - the physical address of the pronterest to the property was convey	operty being conveyed, if available. Date of Sale - the red.
•	price - the total amount paid for the instrument offered for record.	e purchase of the property, both real and personal, being
conveyed by the		true value of the property, both real and personal, being his may be evidenced by an appraisal conducted by a cet value.
excluding curre responsibility of	nt use valuation, of the property as	ermined, the current estimate of fair market value, is determined by the local official charged with the burposes will be used and the taxpayer will be penalized
accurate. I furth	,	at the information contained in this document is true and ments claimed on this form may result in the imposition _§ 40-22-1 (h).
Date August 27, 2014	·	Print D. R. Horton Inc.
Unattested	(verified by)	Sign Ollinda D' Julium 195157, Se Granton Grantee/Owner/Agent) circle one