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58-CV-2014-900512.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA**

**THOMAS EDWIN HERRON,**

**Plaintiff,**

**v.**

**JEROME HERRON,**

**Defendant.**

**CASE NO. CV-2014-900512**

**STIPULATION FOR VOLUNTARY DISMISSAL**

It is stipulated by the parties that this action be voluntarily dismissed with prejudice, pursuant to Rule 41(a), Ala. R. Civ. P.

This the 27<sup>th</sup> day of October, 2014.

s/ Justin K. Forrester

Justin K. Forrester (FOR061)

Attorney for Plaintiff

FORRESTER LAW, LLC  
300 Richard Arrington Jr. Blvd. N.  
Suite 301  
Birmingham, AL 35203

s/ William R. Justice

William R. Justice (JUS001)

Attorney for Defendant

WALLACE, ELLIS, FOWLER, HEAD & JUSTICE  
P.O. Box 587  
Columbiana, AL 35051  
phone: (205) 669-6783  
fax: (205) 669-4932  
email: \_\_\_\_\_



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**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA**

**THOMAS EDWIN HERRON,**

**Plaintiff,**

**v.**

**JEROME HERRON,**

**Defendant.**

**CASE NO. CV-2014-900512**

**CONSENT SETTLEMENT**

The undersigned parties have reached agreement consenting to the entry of an order dismissing all of the claims in this case, on the following terms:

1. Defendant Jerome Herron will execute a deed transferring ownership of the real property which is the subject of this action to Plaintiff Thomas Edwin Herron and Alvin Herron. A copy of the proposed deed is attached to this Consent Settlement. Upon delivery of the deed, Defendant will no longer be responsible for maintenance or expenses on the property.
2. Plaintiff will seek to sell the property. From the proceeds of the sale, Plaintiff will be reimbursed for expenses he incurred in getting the property ready for sale. The remaining net proceeds will be divided equally among Plaintiff, Defendant, and Alvin Herron.
3. Upon the execution of this Consent Settlement and delivery of the deed, this case will be dismissed with prejudice, with costs taxed as paid.
4. Plaintiff agrees not to contact Defendant further, other than is necessary to divide the proceeds of the sale as provided above.
5. This Consent Agreement may be filed in support of a motion or stipulation of dismissal



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in this case.

This the 24<sup>th</sup> day of October, 2014.

Plaintiff:

Thomas Edwin Herron  
Thomas Edwin Herron

Justin K. Forrester  
Justin K. Forrester, attorney for Plaintiff

Defendant:

Jerome Herron  
Jerome Herron

William R. Justice  
William R. Justice, attorney for Defendant

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This instrument was prepared without  
benefit of title evidence or survey by:

William R. Justice  
P.O. Box 587, Columbiana, Alabama 35051

Grantee's address:  
5075 Oak Crest Drive  
Wilmer, AL 36587

## **WARRANTY DEED**

### **STATE OF ALABAMA**

**SHELBY COUNTY**            **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of the settlement of an action pending in the Circuit Court of Shelby County, Alabama, Case No. CV-2014-900512, the undersigned Jerome Herron, married (herein referred to as GRANTOR) does grant, bargain, sell and convey unto Thomas Edwin Herron and Alvin Herron (herein referred to as GRANTEE, whether one or more) the following described real estate situated in Shelby County, Alabama to-wit:

A part of the NE ¼ of NW ¼ of Section 27, Township 19 South, Range 1 East, described as follows: Begin at a point on the South right of way line of Florida Short Route Highway No. 280 (Old Highway 280) where the same intersects the Westerly bank of Muddy Prong Creek and run thence Westerly along the South right of way line of said highway 662 feet, more or less, to Northeast corner of Leslie Strother lot; thence run South along East line of said Strother lot and an extension thereof 420 feet; thence run East 480 feet, more or less, to West bank of Muddy Prong Creek; thence run in a Northerly direction along the meanderings of said creek to the point of beginning. Situated in Shelby County, Alabama.

Subject to property taxes and all easements, restrictions, reservations, provisions, covenants, building set-back lines and rights of way of record.

Also subject to a 12-foot strip of equal width off the West side of subject property for roadway, as shown in Deed Book 188, Page 235.

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

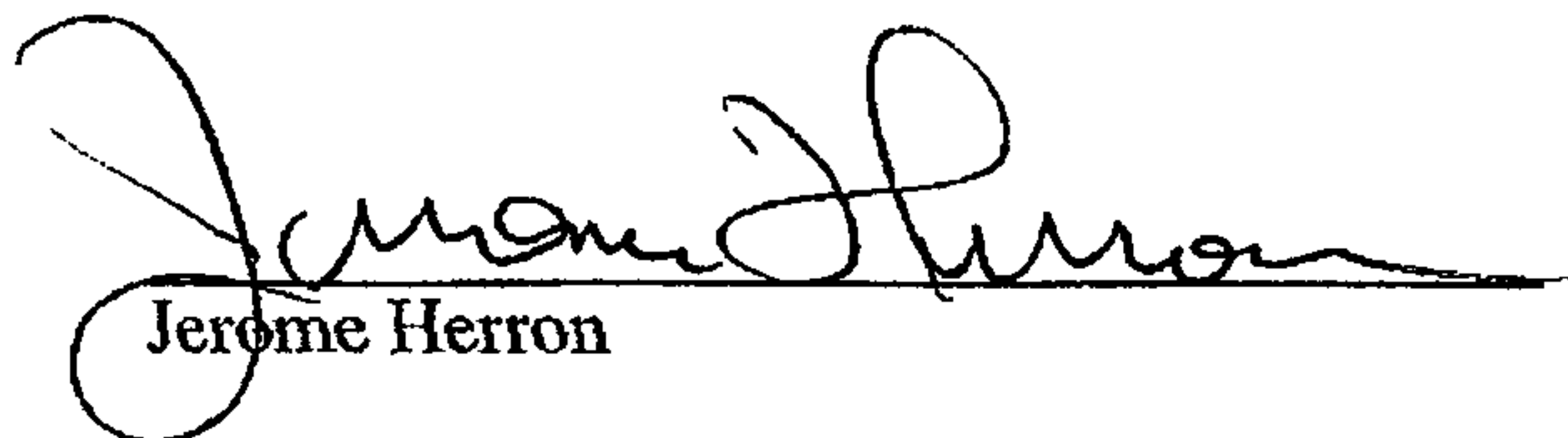
And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey



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the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

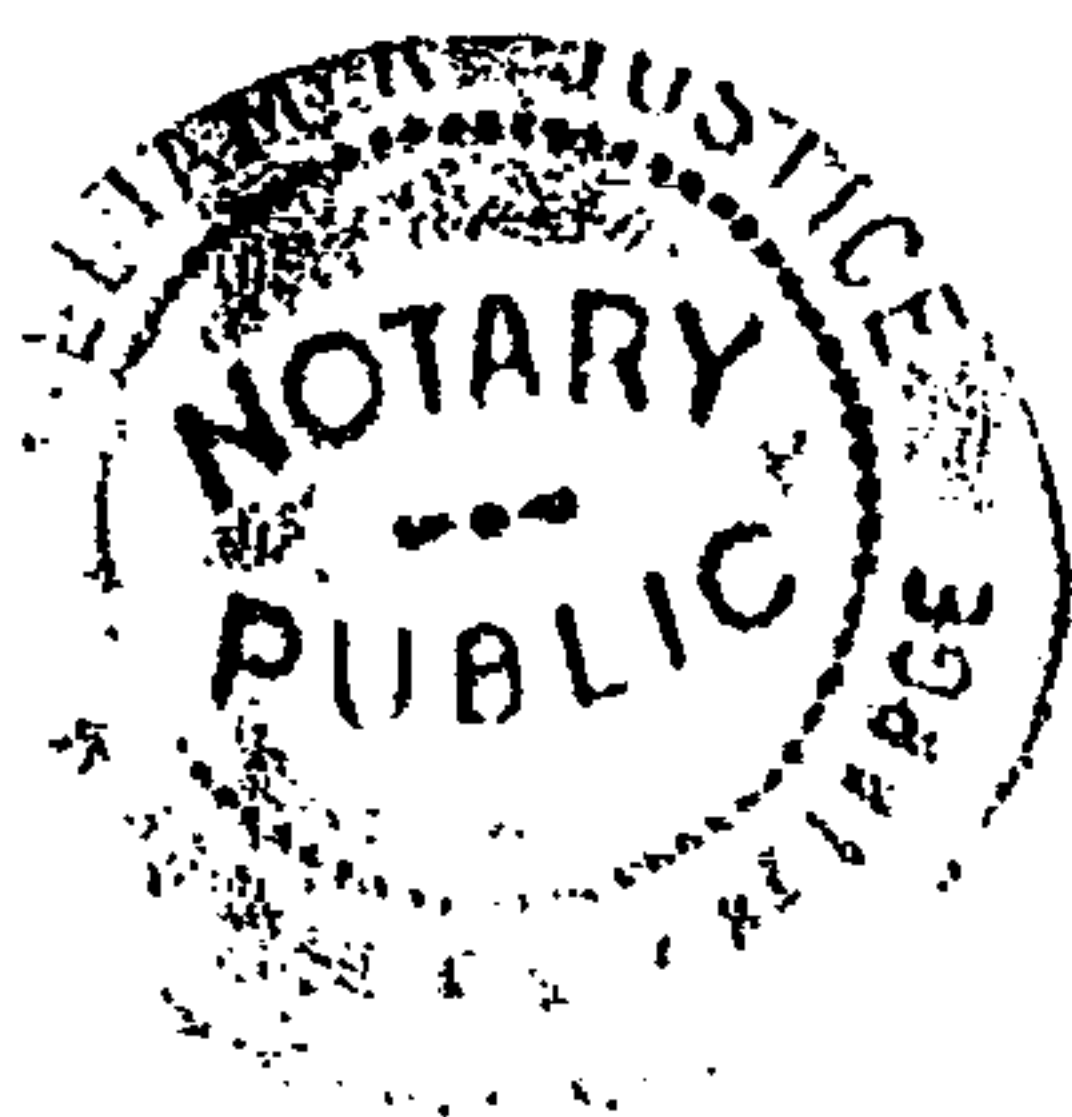
IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 24<sup>th</sup> day of October, 2014.

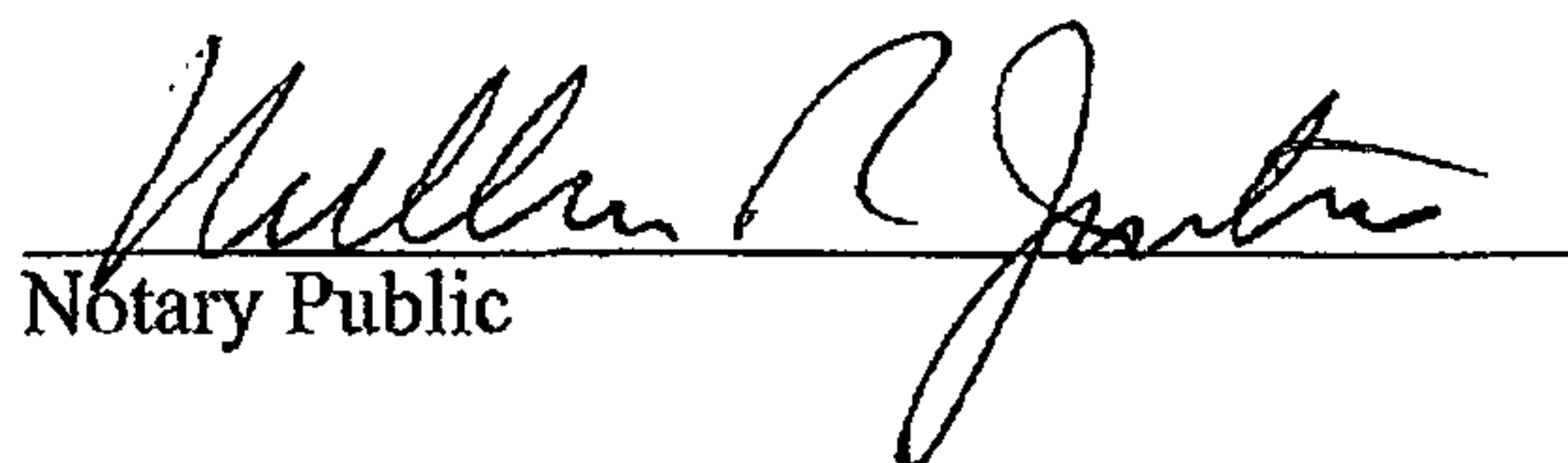
  
Jerome Herron


STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerome Herron, 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 official seal this 24<sup>th</sup> day of October, 2014.



  
Notary Public

  
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### Real Estate Sales Validation Form

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

Grantor's Name Jerome Herron  
Mailing Address 498 Hwy 337  
Chelsea, AL 35043

Grantee's Name Thomas Edwin Herron & Alvin Herron  
Mailing Address 5075 Oak Crest Drive  
Wilmer, AL 36587

Property Address Old Hwy 280  
Westover, AL

Date of Sale 10-24-14  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 91,790.00

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 or 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 10-24-14

Print Jerome Herron

☐ Unattested

(verified by)

Sign

Jerome Herron  
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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