

**THIS INSTRUMENT WAS PREPARED BY:**

Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

**SEND TAX NOTICE TO:**

Charles Dan Dale Newton and Kerrie Newton  
3117 Highway 83  
Vincent, AL 35178

STATE OF ALABAMA     }  
                                     :  
COUNTY OF SHELBY    }

**SPECIAL WARRANTY DEED**

Know all men by these presents, that for and in consideration of **One Hundred Seventy Eight Thousand and No/100 Dollars (\$178,000.00)** and other good and valuable consideration in hand paid to **Compass Bank**, an Alabama banking corporation (hereinafter referred to as "Grantor") by **Charles Dan Dale Newton and Kerrie Newton**, (hereinafter referred to as "Grantees") the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents grant, bargain, sell and convey unto the said Grantees, as joint tenants with right of survivorship, the following described real estate situated in **Shelby County, Alabama**, (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

**See Exhibit "A" attached hereto and made a part hereof for legal description**

This conveyance is subject however, to the following:


1. Ad valorem taxes for 2015 and subsequent years not yet due and payable until October 1, 2015.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.

All of the consideration recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Subject to outstanding statutory rights of redemption which run for a period of one year from the foreclosure date of October 9, 2014 as evidenced by that certain mortgage foreclosure deed recorded in Instrument No. 20141029000341470 in said Probate Office;

"AS IS" and "WHERE IS", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, concerning the Property or this conveyance from or on behalf of Grantor;

To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

  
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Shelby Cnty Judge of Probate: AL  
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To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

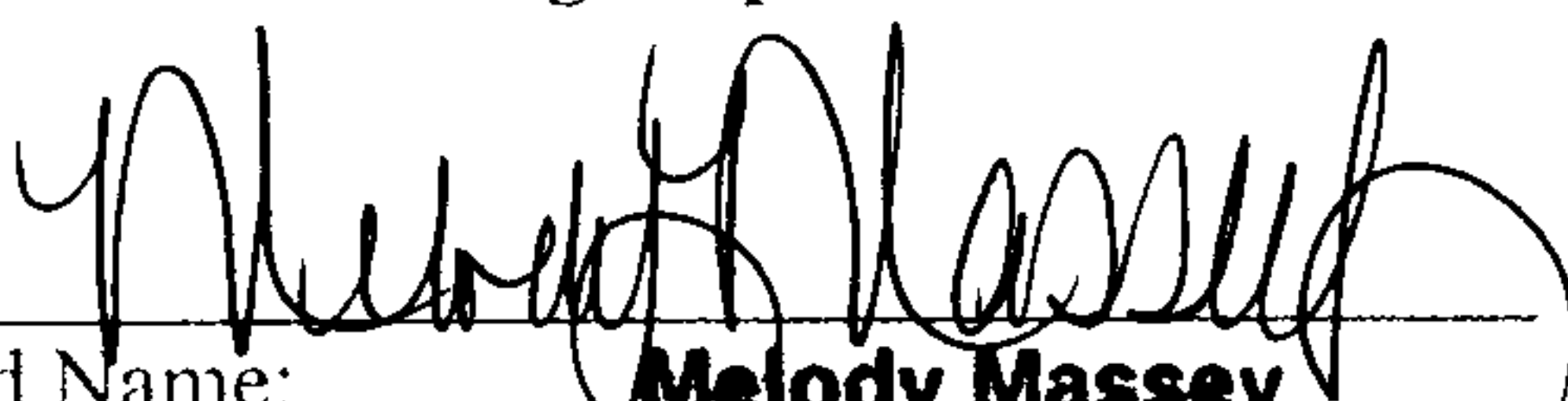
Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.

Grantor shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantees and Grantees' heirs, successors and assigns, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 19<sup>th</sup> day of February, 2015.

**COMPASS BANK**  
an Alabama banking corporation

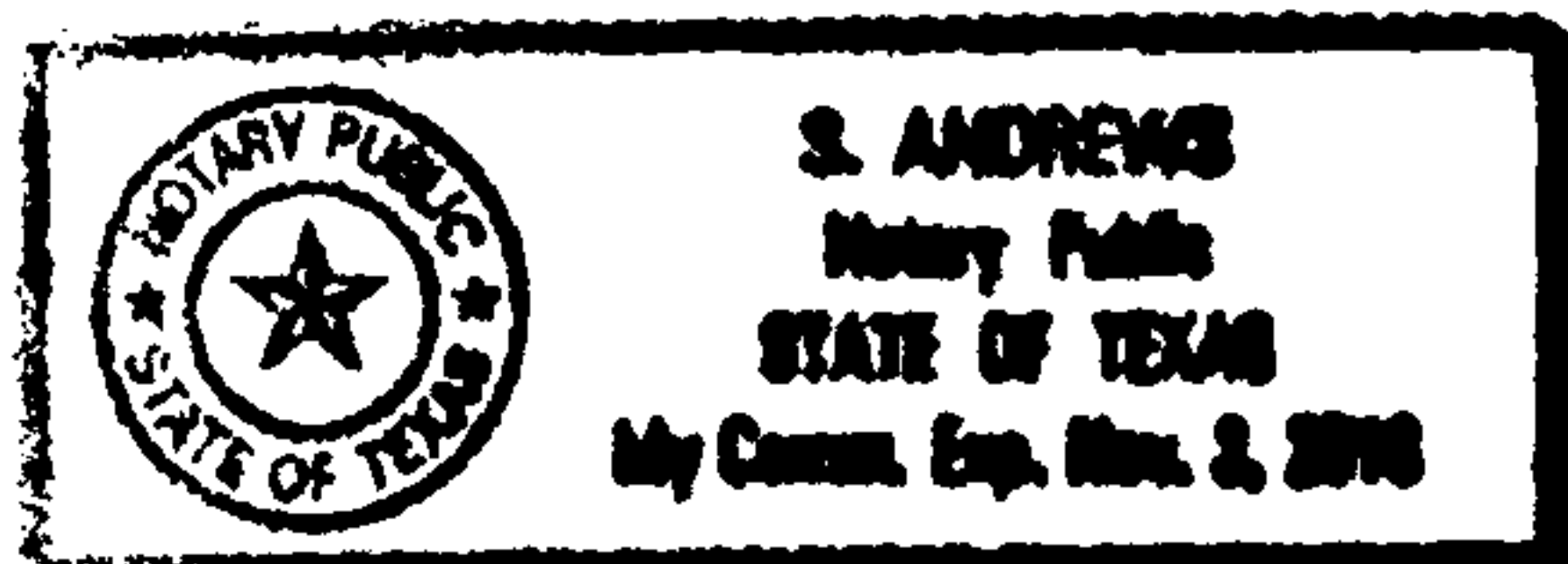
By:   
Printed Name: Melody Massey  
Its: Vice President


STATE OF TEXAS                    }  
   :  
COUNTY OF DALLAS            }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melody Massey, whose name as Vice President on behalf of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 19<sup>th</sup> day of February, 2015.

[NOTARIAL SEAL]



  
Notary Public  
My commission expires: 11/3/18



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Shelby Cnty Judge of Probate, AL  
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## **EXHIBIT "A" - LEGAL DESCRIPTION**

### **PARCEL I:**

**Tract 5-A: A Resurvey of Part of Lot 5 Shelby Estates, and also being a part of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East and a part of the NE 1/4 of the NW 1/4 Section 16, Township 19 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows:**

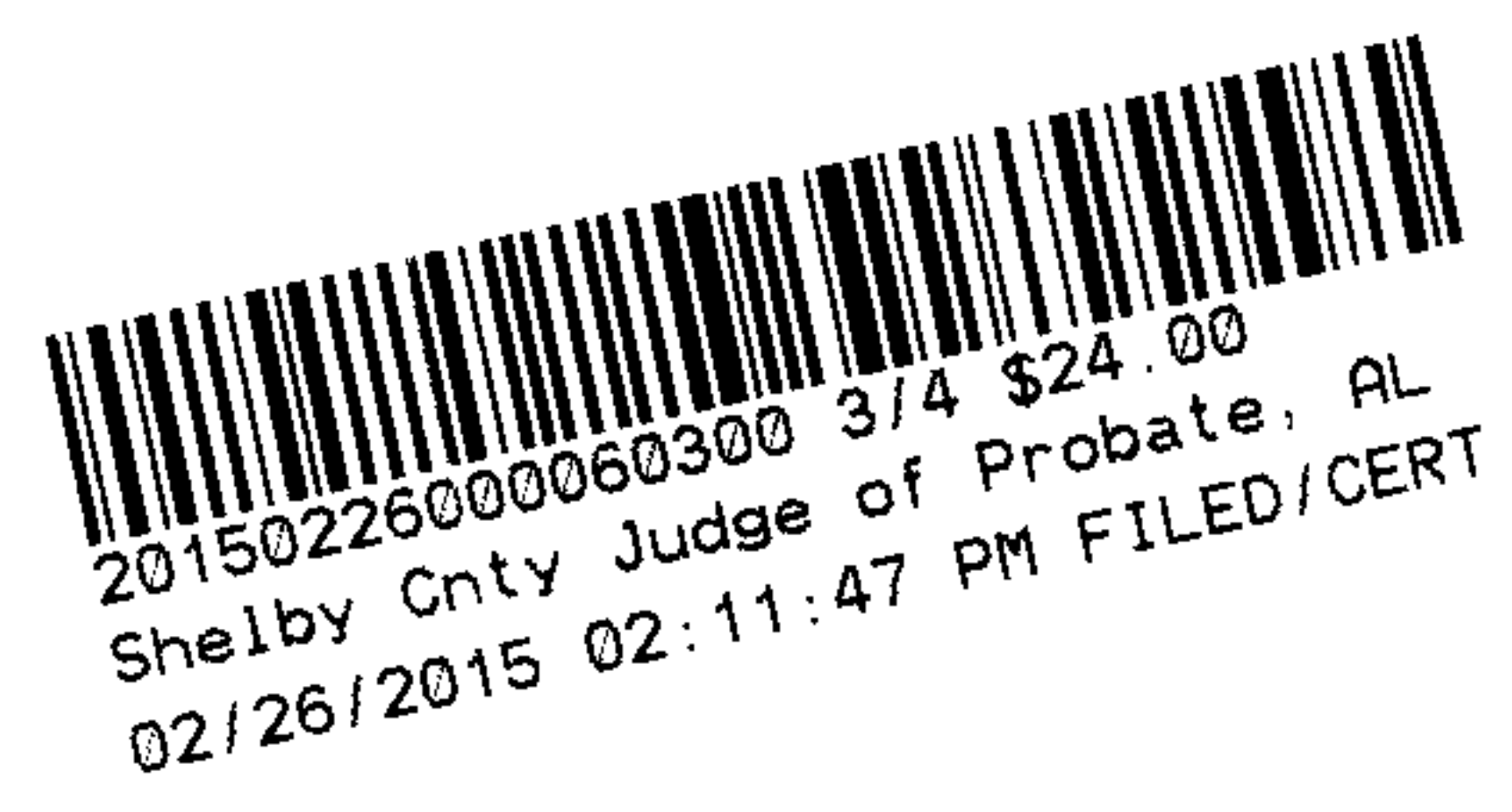
**Commence at the Northwest corner of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East, thence run South along the West line thereof a distance of 92.26 feet; thence turn left 84°26' and run Southeasterly a distance of 1100.00 feet to the point of beginning of the property described herein; thence continue along the last described course a distance of 300.00 feet; thence turn right 84°26' and run South a distance of 742.59 feet to the Northerly right of way line of County Road No. 83; thence turn right and run Northwesterly along said right of way line a distance of 320 feet, more or less, thence turn right and run Northerly a distance of 646.62 feet to the point of beginning.**

**The above described property is one and the same as property conveyed to Gary D. Barnett and Vickie D. Barnett in Warranty Deeds recorded in Volume 357, Page 597 and Real 9, Page 782, in the Probate Office of Shelby County, Alabama.**

**Less and except any portion of subject property lying within a road right of way.**

### **PARCEL II:**

**Commence at the Northwest Corner of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 9, Township 19 South, Range 2 East; thence run South along the West line thereof a distance of 92.26 feet; thence turn left 84°26' and run Southeasterly a distance of 1100.00 feet to the point of beginning of the property described herein; thence turn an interior angle to the left of 96°40'09" and run South a distance of 647.42 feet to the Northerly right of way of County Road No. 83; thence turn an interior angle to the left of 01°45'04" and run Northerly 650.05 feet; thence turn an interior angle to the left of 81°34'47" and run Southeasterly 20.00 feet to the point of beginning.**  
**Situated in Shelby County, Alabama.**



# Real Estate Sales Validation Form

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

Grantor's Name	Compass Bank	Grantee's Name	Charles Dan Dale Newton and Kerrie Newton
Mailing Address	15 S. 20 <sup>th</sup> St. Birmingham, AL 35233	Mailing Address	3117 Highway 83 Vincent, AL 35178
Property Address	3117 Highway 83 Vincent, AL 35178	Date of Sale	February 19, 2015

Total Purchase Price \$ 178,000.00

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

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed      |

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 2/19/15

Compass Bank  
Print by: **Melody Massey**  
**Vice President**

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one

Unattested \_\_\_\_\_  
(verified by)

  
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Shelby Cnty Judge of Probate, AL  
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