

Prepared by:
JUL ANN McLEOD, Esq.
1957 Hoover Court, Suite 306
Birmingham, AL 35226

Send Tax Notice to:
Zack Pappanastos and Rachel Pappanastos
32143 Portobello Road
Birmingham, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of TWO HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (\$204,000.00) and other good and valuable consideration, this day in hand paid to the undersigned Grantor, **PATRICIA F. HICKS, an unmarried woman** (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantees, **ZACK PAPPANASTOS and RACHEL PAPPANASTOS** (hereinafter referred to as Grantees), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, their heirs and assigns, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Exhibit A, Legal Description attached hereto and incorporated herein by reference.

Subject to:

Right of Way granted to BellSouth Telecommunications, Inc. as recorded in Instrument # 20070125000038780 and Instrument # 20060920000466950.

Declaration of Roadway and Utility Easement(s) recorded in Instrument #20070216000072120, re-recorded in Instrument #20100218000048660.

Right of way to Alabama Power Company as set out in instrument(s) recorded in Instrument #20070517000230870; Instrument No. 20070517000231070; Instrument #20061212000601460; Instrument #20061212000601060; Instrument #20061212000601050; and Instrument # 20060828000422250.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 414; Deed Book 176, Page 186; and Real Book 41, Page 83.

Restrictive Use Agreement as recorded in Instrument #20061024000523460 and Instrument #20051024000550540.

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35-8-1 et seq., Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Section 35-8A-101 et seq., Code of Alabama 1975, or set forth in the Declaration of Condominium of Edenton, a condominium dated April 20, 2007, and recorded in Instrument #20070420000184480; First Amendment recorded in Instrument #20070508000215560; Second Amendment recorded in Instrument #20070522000237580; Third Amendment recorded in Instrument #20070606000263790; Fourth Amendment recorded in Instrument #20070626000297920; Fifth Amendment recorded in Instrument #2007081700039000, Sixth Amendment as recorded in Instrument # 20071214000565780; Seventh Amendment as recorded in Instrument # 20080131000039890; Eighth Amendment as recorded in Instrument # 20080411000148760; Ninth Amendment as recorded in Instrument # 20080514000196360; Tenth Amendment as recorded in Instrument # 20080814000326660; Eleventh Amendment as recorded in Instrument # 20081223000473570; Twelfth Amendment as recorded in Instrument #20090107000004030; Thirteenth Amendment as recorded in Instrument #20090415000138180 and Fourteenth Amendment as recorded in Instrument #20090722000282160, in the Probate Office of Shelby County, Alabama; in the By-Laws of Edenton Residential Owner's Association, Inc., Exhibit B of Declaration of Condominium in said Probate Office; in the Articles of Incorporation of Edenton Residential Owner's Association, Inc., recorded in Instrument # 20070425000639250, in the Probate Office of Shelby County, Alabama; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid.

Terms and conditions of Roadway Easement Agreement recorded in Instrument #20051024000550530 and Instrument #20061024000523450.


Declaration of Reciprocal Drainage Easements as recorded in Instrument # 20100218000048670.

Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 105, Page 861; Deed Book 126, Page 187; Deed Book 167, Page 335; Deed Book 185, Page 120; and Deed Book 163, Page 424.

Easement for grading and slope maintenance recorded in Instrument # 20060817000404390.

Restrictions as set out in Real 54, Page 199.

Shelby County, AL 05/04/2015
State of Alabama
Deed Tax: \$204.00


20150504000145500 1/4 \$227.00
Shelby Cnty Judge of Probate, AL
05/04/2015 01:00:45 PM FILED/CERT

Assignment and Conveyance with Development Agreements and Restrictive Covenants by and between Cahaba Land Associates LLC and Cahaba Beach Investments LLC as recorded in instrument # 20051024000550520.

Rights of others in and to the non-exclusive easement as set out in Easement Agreement in Instrument # 20051024000550530.

Exclusive Access and Easement Agreement granted to Alexander Jones in Instrument # 20080616000243110.

Sanitary Sewer Easement granted to SWWC Utilities in Instrument # 20090126000023560.

Easement to BellSouth as recorded in Instrument # 20060920000466950 and Instrument # 20070125000038780.

Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.

Nonexclusive installation and service agreement with Marcus Cable of Alabama, LLC, as recorded in Instrument # 20131016000411610.

\$204,000.00 of the above-recited purchase price is being paid in cash.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, 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, their heirs and assigns forever.

And said Grantor, for said Grantor, her heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantor is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, which are not yet due and payable; and that Grantor will, and her heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal this the 29th day of April, 2015.


PATRICIA F. HICKS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **PATRICIA F. HICKS**, 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 instrument, she executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 29th day of April, 2015.

NOTARY PUBLIC
My commission expires:

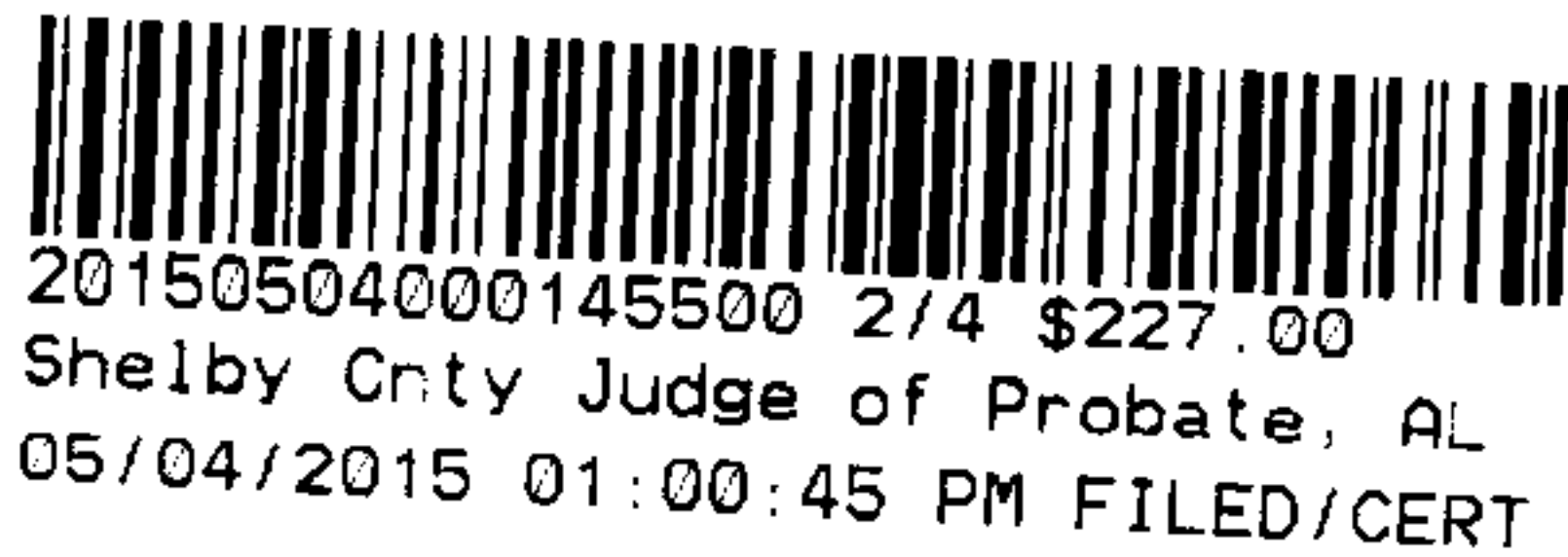
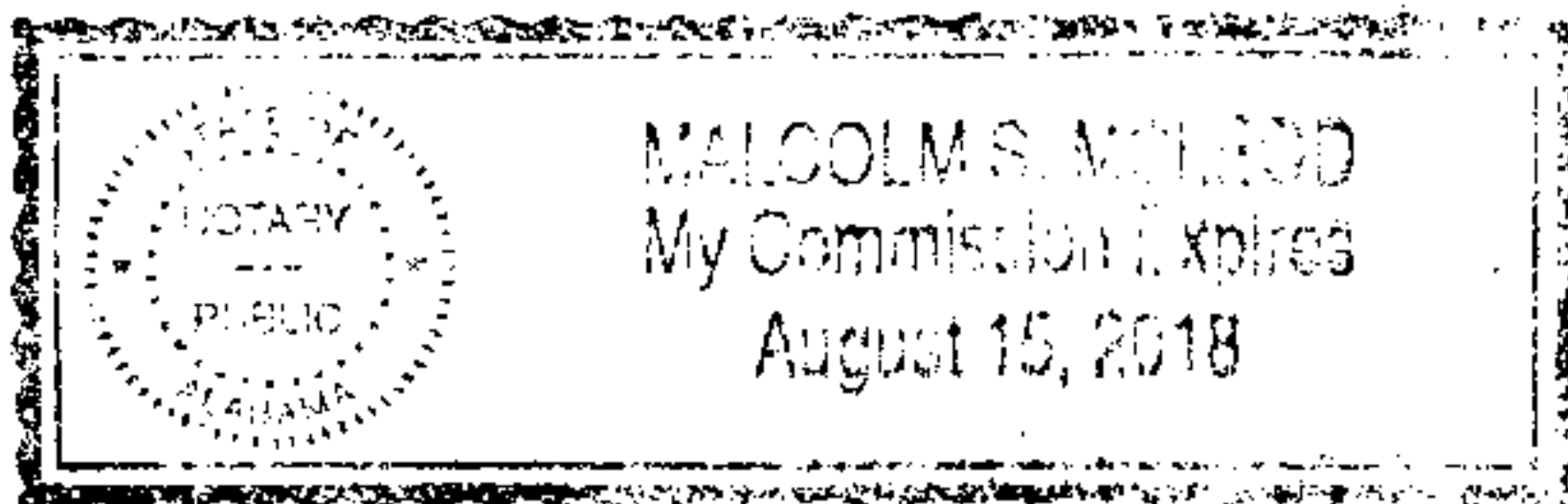


Exhibit A, Legal Description

Unit 143, Building 32, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument # 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment as recorded in Instrument # 20070508000215560; Second Amendment as recorded in Instrument # 20070522000237580; Third Amendment as recorded in Instrument # 20070606000263790; Fourth Amendment as recorded in Instrument # 20070626000297920; Fifth Amendment as recorded in Instrument # 20070817000390000; Sixth Amendment as recorded in Instrument # 20071214000565780; Seventh Amendment as recorded in Instrument # 2008013100039890; Eighth Amendment as recorded in Instrument # 20080411000148760; Ninth Amendment as recorded in Instrument # 20080514000196360; Tenth Amendment as recorded in Instrument # 20080814000326660; Eleventh Amendment as recorded in Instrument # 20081223000473570; Twelfth Amendment as recorded in Instrument # 20090107000004030; Thirteenth Amendment as recorded in Instrument # 20090415000138180 and Fourteenth Amendment as recorded in Instrument # 20090722000282160, and any amendment 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, First Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 4, and the Second Amended Condominium Plat of Edenton, a condominium as recorded in Map Book 39, Page 79, Third Amendment as recorded in Map Book 39, Page 137, Fourth Amendment as recorded in Map Book 40, Page 54, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Instrument # 20070425000639250, 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 Instrument # 20051024000550530, in the Office of the Judge of Probate of Shelby County, Alabama.



20150504000145500 3/4 \$227.00
Shelby Cnty Judge of Probate, AL
05/04/2015 01:00:45 PM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name PATRICIA F. HICKS

Grantee's Name ZACK PAPPANASTOS and
RACHEL PAPPANASTOS

Mailing Address 32143 PORTOBELLO RD
BIRMINGHAM, AL 35242

Mailing Address 32143 PORTOBELLO ROAD
BIRMINGHAM, AL 35242

Property Address 32143 PORTOBELLO RD
BIRMINGHAM, AL 35242

Date of Sale April 29, 2015

Total Purchase Price \$204,000.00

or

Actual Value \$

or

Assessor's Market Value \$



20150504000145500 4/4 \$227.00
Shelby Cnty Judge of Probate, AL
05/04/2015 01:00:45 PM FILED/CERT

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 ☐ Appraisal
☐ Sales Contract ☐ Other
☒ 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 - 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 April 29, 2015

Print Malcolm S. McLeod

 Unattested

Malcolm S. McLeod Sign
(verified by)

(Grantor/Grantee/Owner/Agent) circle one

**My Commission Expires
March 8th, 2018**