

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

SENT TAX NOTICE TO:
Rodney J Eslinger
1657 Creekside Drive
Birmingham, AL 35244

STATUTORY WARRANTY DEED
Joint Tenants With Right of Survivorship

STATE OF ALABAMA)
COUNTY OF SHELBY) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Eighty-Six Thousand One Hundred Seventy-Five And No/100 Dollars (\$286,175.00) and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof is acknowledged,

DR Horton, Inc. - Birmingham

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

Rodney J Eslinger and Stacey B Eslinger

(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 218, according to the Final Record Plat of Creekside, Phase 2, Part A, as recorded in Map Book 38, page 68, Probate Office of Shelby County, Alabama.

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

\$246,175.00 of the consideration was paid from a mortgage loan. The purchase of the herein described real property is being financed in whole or in part by the proceeds of a purchase money mortgage being executed 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 15th day of May, 2015.

D. R. HORTON, INC. - BIRMINGHAM

By: Brenda L. Gibson
Its: Assistant Secretary

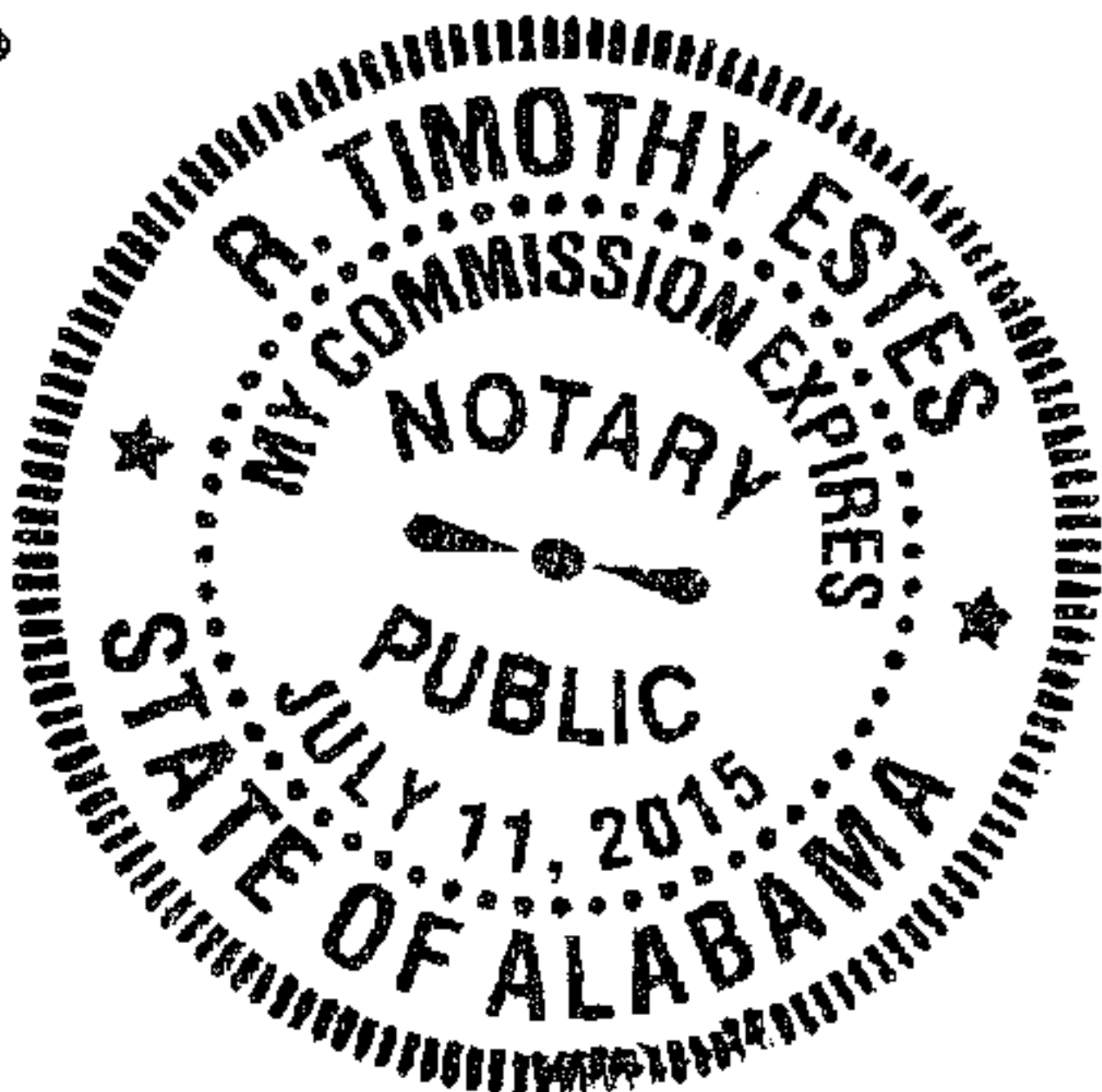
STATE OF ALABAMA
COUNTY OF Shelby

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, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, the 15th day of May, 2015.

Notary Public

My Commission Expires: 7/15/15
(SEAL)



0505

REAL ESTATE SALES VALIDATION FORM

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

Grantor's Name: DR Horton, Inc. - Birmingham
Mailing Address: 2188 Parkway Lake Drive, Suite 200
Hoover, AL 35244
Grantee's Name: Rodney J Eslinger and Stacey B Eslinger
Mailing Address: 12153 West Exposition Drive
Lakewood, CO 80228
Property Address: 1657 Creekside Drive, Birmingham, AL 35244

Date of Sale: May 15, 2015
Total Purchase Price: \$ 286,175.00
OR Actual Value: \$
OR Assessor's Value: \$

The Purchase Price or Actual Value claimed on this form can be verified in the following documentary evidence:
(Recordation of 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.

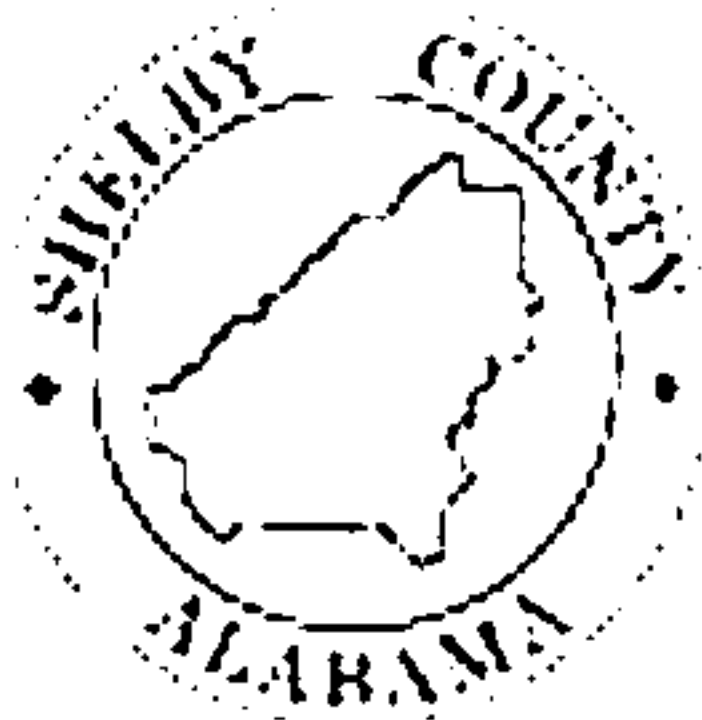
Date of Sale - the date on which interest to the property is conveyed.

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 an 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 § 40-22-1 (h).

Date: _____ Print Name: D.R. Horton, Inc, Birmingham
Signature: Stacey B. Eslinger, Agent
☒ Grantor ☐ Grantee ☐ Owner ☐ Agent
☐ Unattested _____
(Verified by)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/22/2015 02:55:46 PM
\$57.00 CHERRY
20150522000171310

[Signature]

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