

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:  
Tangelia R. Carter  
209 Ivy Hills Circle  
Calera, AL 35040

STATUTORY WARRANTY DEED

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Shelby )

That in consideration of the sum of **One Hundred Nineteen Thousand Nine Hundred Fifty-Six And No/100 Dollars (\$119,956.00)** and other good and valuable consideration paid in hand by the GRANTEE herein to the undersigned GRANTOR, the receipt of whereof is acknowledged,

**DR Horton, Inc. - Birmingham**  
(herein referred to as GRANTOR, whether one or more) does grant, bargain, sell and convey unto

**Tangelia R. Carter**  
(herein referred to as GRANTEE, whether one or more) the following described real estate situated in **Shelby** County, Alabama to-wit:

Lot 179, according to the Survey of Old Ivy Subdivision Phase 1, as recorded in Map Book 36, page 5A and 5B, in the Probate office of Shelby County, Alabama.

Together with reservations, conditions, powers of attorney, easements, options, covenants, agreements, limitations on title and all other provisions contained in or incorporated by reference into the Declaration of Covenants, Conditions and Restrictions for Old Ivy Subdivision recorded in Instrument 20051104000574530 and Supplemental Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20120504000157040, in the Probate Office of Shelby County, Alabama, in the By-Laws, in any instruments creating the estate or interest and in any other instrument referred to in any of the instruments as aforesaid.

Mineral and mining rights excepted. Subject to: current taxes not yet due and payable, easements, conditions, covenants and restrictions of record.

**\$117,782.00** 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, her/his heirs and assigns, forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed and 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 Grantor.

By acceptance of this Deed, Grantee hereby covenants and agrees for himself/herself and his/her 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 Grantee, and all persons or entities holding under or through Grantee.

**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  
*Brenda L. Gibson*  
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 15<sup>th</sup> day of May, 2015.



*Timothy Estes*  
Notary Public  
My Commission Expires: 7/11/15  
(SEAL)

0541

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: Tangelia R. Carter  
Mailing Address: 1826 Gardens Place  
Birmingham, AL 35216

Property Address: 209 Ivy Hills Circle, Calera, AL 35040

Date of Sale: May 15, 2015  
Total Purchase Price: \$ 119,956.00  
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:

☒ 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 03:01:13 PM  
\$19.50 CHERRY  
20150522000171330

*[Handwritten signature]*

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