

This Instrument was Prepared by:
Shannon E. Price, Esq.
P.O. Box 19144
Birmingham, AL 35219

Send Tax Notice To: Cheryl Ng
Christopher York Rogers
2098 Eagle Ridge Drive
Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Two Hundred Twenty Nine Thousand Nine Hundred Dollars and No Cents (\$229,900.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **Beth H. Antone and Ronald E. Antone, wife and husband, whose mailing address is 5965 Augustine Drive, Pace, FL 32571** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Cheryl Ng and Christopher York Rogers, whose mailing address is 2098 Eagle Ridge Drive, Birmingham, AL 35242** (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, **the address of which is 2098 Eagle Ridge Drive, Birmingham, AL 35242**; to wit;

LOT 31, ACCORDING TO THE SURVEY OF TOWNES AT BROOK HIGHLAND, AS RECORDED IN MAP BOOK 30, PAGE 133 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
MINERAL AND MINING RIGHTS EXCEPTED.

\$181,200.00 of the Purchase Price is being paid by a Mortgage being recorded simultaneously herewith.

Property may be subject to all covenants restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

Subject to:

All taxes for the year 2015 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Townes at Brook Highland recorded in Map Book 30, Page 133 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B or as recorded in Deed Book 327, Page 553.

Declaration of Protective Covenants as recorded in Real 194, Page 54.

Agreement concerning electric service to NCNB/Brook Highland as recorded in Real 306, Page 119.

Restrictive Agreement set out in deed to Crossbridge Church of Christ as recorded in Instrument 2000-16172.

Non-Beneficial Terms and Conditions contained in the Grading Easement from Crossbridge Church of Christ to Mulkey Development & Investment Corp. dated March 26, 2001 as recorded in Instrument 2001-16285.

Easement granted to Alabama Power Company as recorded in Real 220, Page 521; Real 220, Page 532 and Real 207, Page 380.

Covenants, conditions and restrictions as set forth in instrument recorded Instrument #20030530000335780; re-recorded in Instrument 20031002000663650 and amended in Instrument 20031003000665710.

Articles of Incorporation of The Townes at Brook Highland Association, Inc. as recorded in Instrument 20030530000335790.

Shelby County, AL 10/01/2015
State of Alabama
Deed Tax: \$49.00

Cheryl Ng
BNA

TO HAVE AND TO HOLD, Unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of parties to this conveyance, that (unless the joint tenancy hereby created is served 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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 29th day of September, 2015.

Beth H. Antone
Beth H. Antone

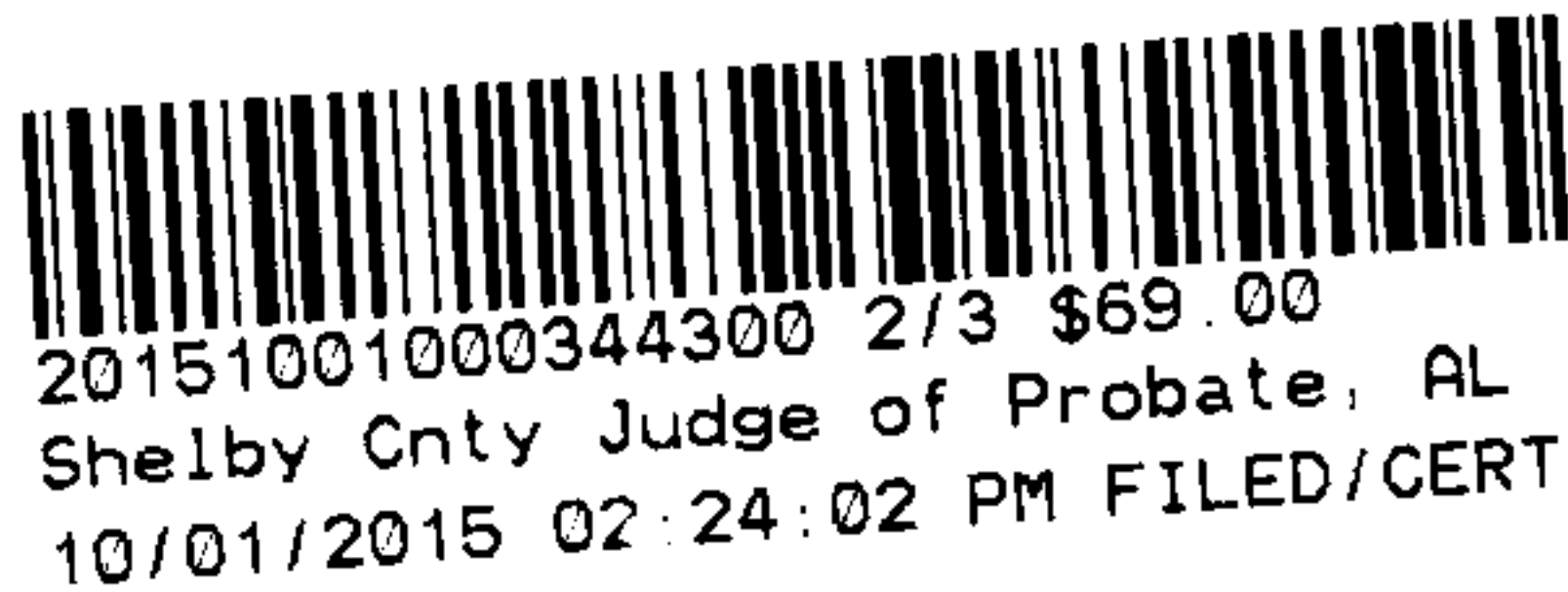
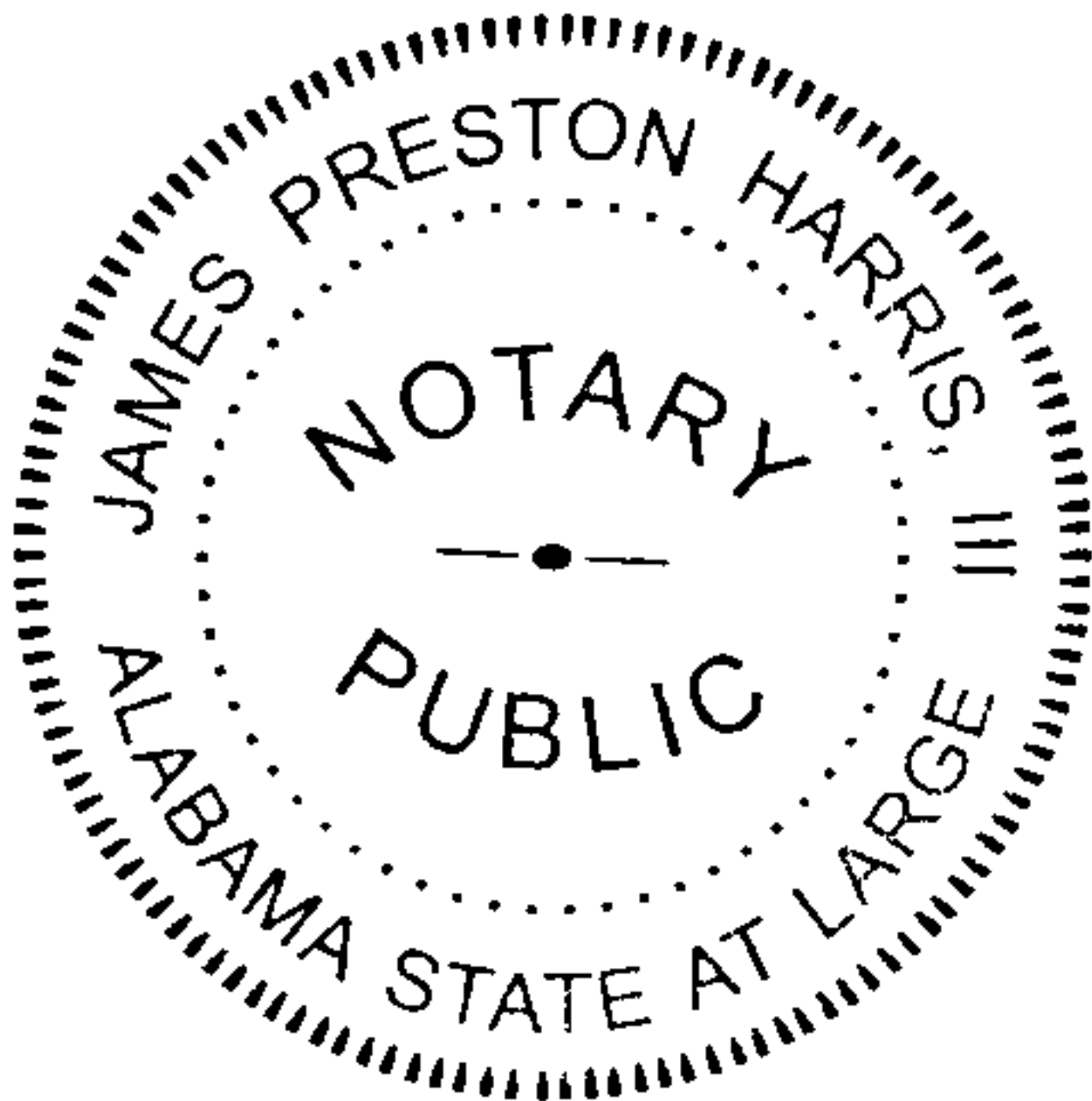
Ronald E. Antone
Ronald E. Antone

State of Alabama } General Acknowledgment
Jefferson County }

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Beth H. Antone and Ronald E. Antone, wife and husband whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29th day of September, 2015.

James Preston Harris, III
Notary Public, State of Alabama
the undersigned authority
Printed Name of Notary
My Commission Expires: 3/21/2018



Real Estate Sales Validation Form

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

Grantor's Name Beth H. Antone
Ronald E. Antone
Mailing Address 5965 Augustine Drive
Pace, FL 32571
Property Address 2098 Eagle Ridge Drive
Birmingham, AL 35242

Grantee's Name Cheryl Ng
Christopher York Rogers
Mailing Address 2098 Eagle Ridge Drive
Birmingham, AL 35242
Date of Sale September 29, 2015
Total Purchase Price \$229,900.00
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)

☐ 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 of 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 September 29, 2015

Print Beth H. Antone

Unattested

JP

(verified by)

Sign

Beth H. Antone
Grantor/Grantee/Owner/Agent) circle one



20151001000344300 3/3 \$69.00
Shelby Cnty Judge of Probate, AL
10/01/2015 02:24:02 PM FILED/CERT

Form RT-1