



20151125000406420 1/3 \$50.00
 Shelby Cnty Judge of Probate, AL
 11/25/2015 09:07:27 AM FILED/CERT

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

Send Tax Notice To: Kevin Lennox
 Katrina Lennox
 6054 MILL CREEK DR
 BIRMINGHAM 35242-7320

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 Eighteen Thousand Five Hundred Dollars and No Cents (\$218,500.00)**, 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, **Rhonda E. Merrill, an unmarried woman and Lynda S. Sears, an unmarried woman, whose mailing address is 2232 South Main Street, #256, Ann Arbor, MI 48103** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Kevin Lennox and Katrina Lennox, husband and wife, whose mailing address is 6054 MILL CREEK DR, BIRMINGHAM 35242-7320** (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 6107 Mill Creek Drive, Birmingham, AL 35242 and 6107 Mill Creek Dr., Birmingham, AL 35242**; to wit;

LOT 76, ACCORDING TO THE SURVEY OF THE FINAL RECORD PLAT OF GREYSTON FARMS, MILL CREEK SECTOR, PHASE I, AS RECORDED IN MAP BOOK 22, PAGE 25, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

\$188,500.00 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 2016 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 appearing of record in Instrument 1995-16401, 1st Amendment in Instrument 1995-1432, 2nd Amendment in Instrument 1996-21440 and 3rd Amendment in Instrument 1997-2587.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 60, Page 260 and Deed Book 121, Page 294.

Easement to Bellsouth Communications, as recorded in Instrument 1995-7422.

Amended and restated restrictive covenants in Book 265, Page 96.

Shelby Cable Agreement in Book 350, Page 545.

Covenants and Agreements for Water Service in Book 235, Page 574, modified in Instrument 1992-20786 and further modified in Instrument 1993-20840.

Right of Way to Shelby County, as recorded in Instrument 1994-21963.

Reciprocal Easement Agreement in Instrument 1995-16400.

Greystone Farms Community Center Property Declaration of Covenants, conditions and restriction as set out in Instrument 1995-16403.

Release of damages, restrictions, conditions and rights as set out in Instrument 1997-24387.

Notice to the insured is hereby given that the recorded subdivision map as recorded in Map Book 22, Page 25, contains on the face of same a statement pertaining to natural lime sinks. No liability is assumed hereunder for same.

Development Agreement as set out in Instrument 1994-22318 and amended in Instrument 1996-0530.

Right of Way to Birmingham Water Works, as recorded in Instrument 1995-11637.

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 18 day of November, 2015.

Rhonda E Merrill Lynda S Sears
Rhonda E. Merrill Lynda S. Sears


State of Michigan }
Washtenaw } General Acknowledgment
County

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Rhonda E. Merrill, an unmarried woman and Lynda S. Sears, an unmarried woman 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 18 day of November, 2015.

Karissa Arnold
Notary Public, State of ~~Alabama~~ Michigan
the undersigned authority
Printed Name of Notary
My Commission Expires: _____

KARISSA ARNOLD
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan 25, 2016
Acting in the County of Washtenaw


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Real Estate Sales Validation Form

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

Grantor's Name	<u>Rhonda E. Merrill</u> <u>Lynda S. Sears</u>	Grantee's Name	<u>Kevin Lennox</u> <u>Katrina Lennox</u>
Mailing Address	<u>2232 South Main Street, #256</u> <u>Ann Arbor, MI 48103</u>	Mailing Address	<u>6054 MILL CREEK DR</u> <u>BIRMINGHAM, 35242-7320</u>
Property Address	<u>6107 Mill Creek Drive</u> <u>Birmingham, AL 35242</u>	Date of Sale	<u>November 20, 2015</u>
		Total Purchase Price	<u>\$218,500.00</u>
		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 checked="" type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> 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 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 November 17, 2015

Print Rhonda E. Merrill

Unattested

Sign *Rhonda E. Merrill*
(Grantor/Grantee/Owner/Agent) circle one

(verified by)


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