

This Instrument Prepared By:

C. Ryan Sparks, Attorney
2635 Valleydale Road, Suite 200
Birmingham, Alabama 35244
DIRECT: 205-215-8433

Send Tax Notice To Grantees Address:

Clint Shadinger and Tamara Shadinger
2965 Brook Highland Drive
Birmingham, Alabama 35242

WARRANTY DEED WITH JOINT RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
COUNTY OF SHELBY**


KNOW ALL MEN BY THESE PRESENTS,

On this February 4, 2016, That for and in consideration of **THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned **MICHAEL K. ANDERSON A/K/A MICHAEL K. ANDERSON, JR. and ANDREA ANDERSON**, husband and wife, (herein referred to as "Grantors"), in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the Grantees, **CLINT SHADINGER and TAMARA SHADINGER**, (herein 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, all of the Grantors' interest in the following-described Real Estate situated in, **SHELBY COUNTY, ALABAMA**, to wit:

Lot 127, according to the Survey of Brook Highland, an Eddleman Community, 4th Sector, as recorded in Map Book 13, Page 12 A & B, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject to:

1. General and special taxes or assessments for the year 2016 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantors.
4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions in Map Book 13, Page 12 A & B.
7. 35 foot building setback line as shown by recorded plat.
8. Public utility easements as shown by recorded plat.
9. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed

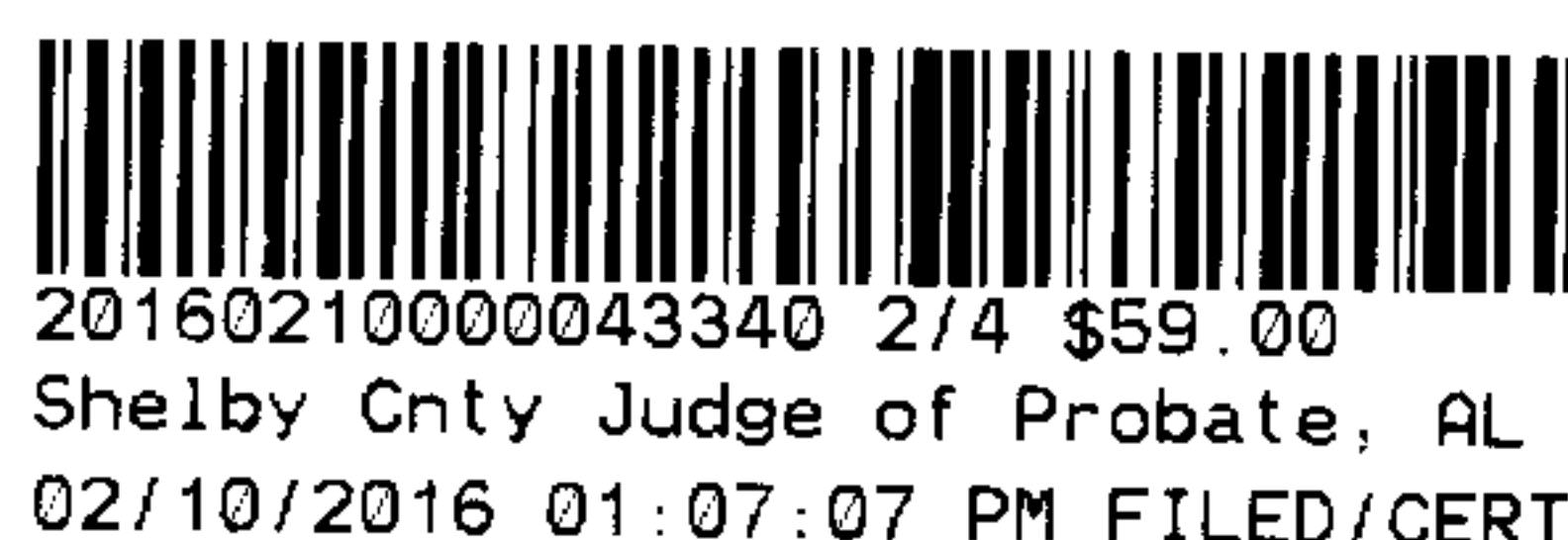

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Shelby County, AL 02/10/2016
State of Alabama
Deed Tax: \$35.00

Maintenance Areas, Etc. of the development; all of said covenants, restrictions and conditions being set out in Instrument recorded in Real 194, Page 54.

10. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194, Page 254, as amended, in said Probate Office, along with Articles of Incorporation of Brook Highland Homeowner's Association Inc. as recorded in Real 194, Page 281 and By-Laws of Brook Highland Homeowner's Association Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Declaration of Protective Covenants of Brook Highland, 45th Sector, as recorded in Real 228, Page 882.
11. A non-exclusive easement and agreement between Eddleman and Associates and the Water Works and Sewer Board of the City of Birmingham date July 11, 1988 and recorded in Real 194, Page 20 and Real 194, Page 43.
12. Easement and agreements between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham, as set out in instrument recorded in Real 194, Page 1, and Real 194, Page 40.r
13. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238.
14. Reciprocal Easement Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Instrument dated April 14, 1987 and recorded in Real 125, Page 249 and Real 199, Page 18
15. Subdivision restrictions shown on recorded plat Map Book 13, Page 12 A & B, provide for construction of single family residence only.
16. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities thereto, including rights set out in Deed Book 32, Page 48, and Deed Book 121, Page 294.
17. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995.
18. Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 13, Page 12 A & B.

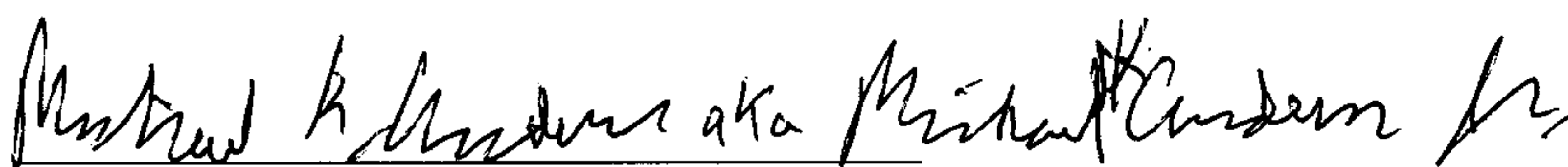
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to the heirs and assigns of such survivor, forever.



AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are 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, and except for any restrictions pertaining to the Real Estate of record in the Probate Office of **SHELBY COUNTY**; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of February 4, 2016.

GRANTORS:


Michael K. Anderson a/k/a Michael K. Anderson, Jr.


Andrea Anderson

**STATE OF ALABAMA
COUNTY OF SHELBY**


I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Michael K. Anderson a/k/a Michael K. Anderson, Jr. and Andrea Anderson, whose names are each signed to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Michael K. Anderson a/k/a Michael K. Anderson, Jr. and Andrea Anderson each executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of February 4, 2016.


C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019

[Affix Seal Here]


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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 Michael K. Anderson
Mailing Address Andrea Anderson
2965 Brook Highland Drive
Birmingham, Alabama 35242

Grantee's Name Clint Shadinger
Mailing Address Tamara Shadinger
2965 Brook Highland Drive
Birmingham, Alabama 35242

Property Address 2965 Brook Highland Drive
Birmingham, Alabama 35242

Date of Sale 2/4/16
Total Purchase Price \$ 350,000.00
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 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

Print C. Ryan Sparks

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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