



20160404000106370 1/7 \$39.00
Shelby Cnty Judge of Probate, AL
04/04/2016 10:23:01 AM FILED/CERT

STATE OF ALABAMA

Shelby County, AL 04/04/2016
State of Alabama
Deed Tax:\$7.00

COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Vanderbilt Mortgage and Finance Inc. HOMES**, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Seven Thousand and no/100 (\$7,000.00) Dollars and other good and valuable consideration to it in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, the Grantor does hereby remise, release, and warrants unto **ADAM HOTCHKISS** (herein referred to as the Grantee), the following described real estate situated in Jefferson County, Alabama, to-wit:

SEE EXHIBIT "A"

To have and to hold unto said Grantee, his heirs or assigns, forever.

IN WITNESS WHEREOF, the said **Vanderbilt Mortgage and Finance Inc.**, has hereunto set its signature by David Jordan, as its Assistant Secretary, duly authorized on this the 18 day of May, 2010.

Being the same property conveyed to Vanderbilt Mortgage and Finance Inc. by Warranty Deed (In Lieu of Foreclosure) from Craig Thompson and wife, Michelle Thompson dated 02/16/05 and recorded in the Shelby County Probate office on February 18, 2005 Instrument No. 20050218000079810.

Vanderbilt Mortgage and Finance Inc.

By: _____

David Jordan

Its: Assistant Secretary

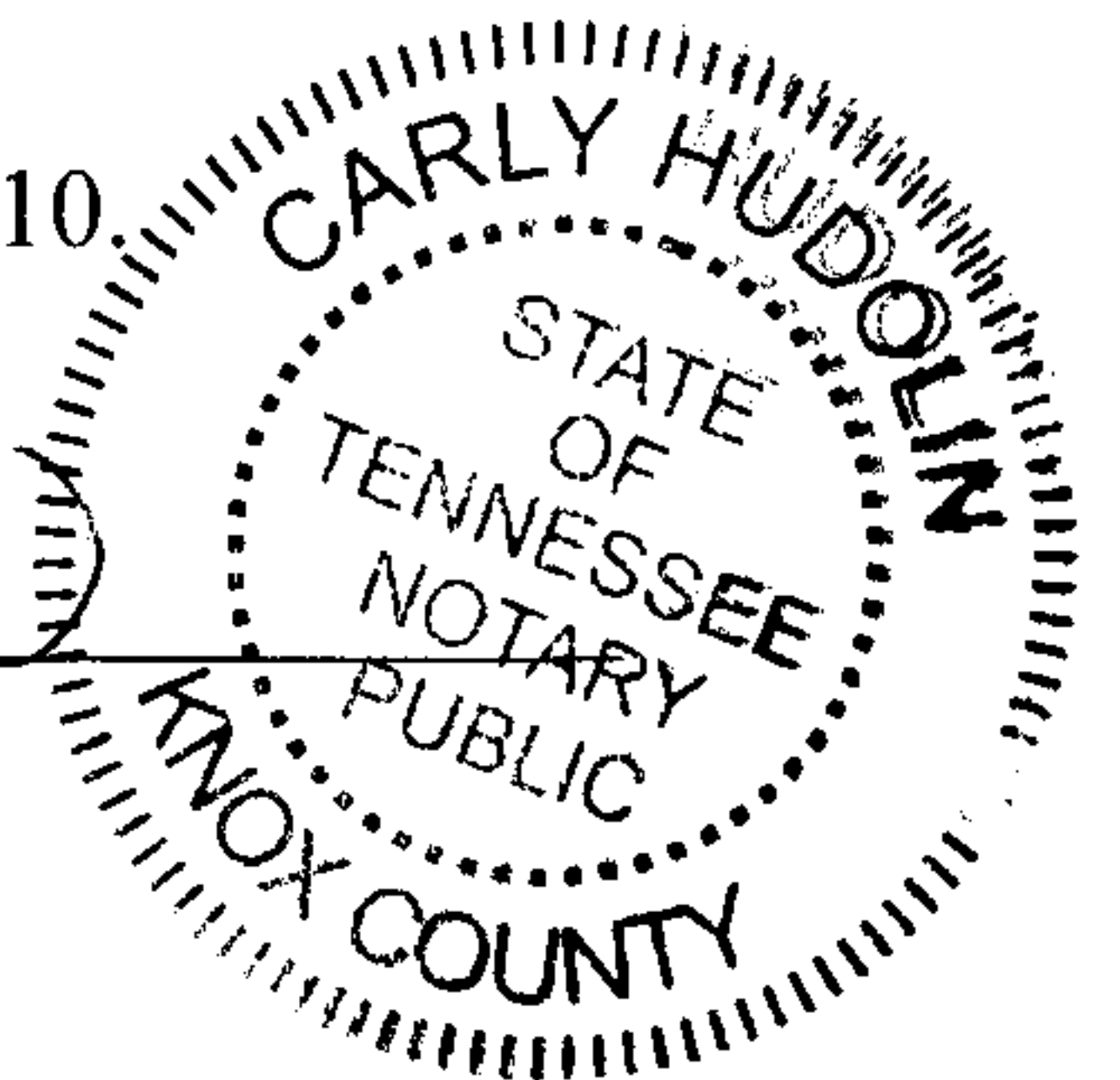
STATE OF TENNESSEE

COUNTY OF BLOUNT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David Jordan, whose name as Assistant Secretary of **Vanderbilt Mortgage and Finance Inc.**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 18 day of May, 2010.

Carly Hudolin
Notary Public



My Commission Expires: 11/7/10

Grantees Mailing Address

Deed Prepared By:
Vanderbilt Mortgage and Finance, Inc.
PO Box 9800
Maryville, TN 37802

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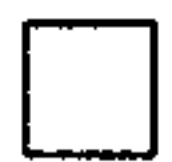
650234

Contract for Sale and Purchase of Real Property (No Improvements)

Dated As Of: 03/11/10

Vanderbilt Mortgage and Finance Inc. (Seller) agrees to sell to Adam Hotchkiss (Buyer), and Buyer agrees to buy from Seller, the real property described below (Property) under the terms and conditions set forth herein.

1 Description of Property. The Property is located in Shelby County (☐ Parish), State of Alabama and is described as follows:



☒ See Exhibit A attached hereto and incorporated herein.

The Property includes no improvements.

2 Purchase Price—How Paid. The Sales Price for the Property is \$ 7,000.00 and shall be payable by the Buyer as follows:

Deposit Paid by Buyer to Seller with Execution of this Agreement: \$ _ _

Amount Payable in Cash by Buyer at Closing: \$7,000.00

If a Deposit is shown above, Seller acknowledges receipt thereof. Buyer acknowledges its understanding that Seller will not provide or arrange for financing of Buyer's purchase.

3 Closing. The closing of the sale shall take place on or before March 30, 2010. In the event Buyer fails to pay the Amount Payable in Cash by Buyer at Closing set forth in provision 2 above on the Closing Date, Buyer will be in default, thereby entitling the Seller to the following remedies: (1) the remedy of specific performance and such other relief as may be allowed by law and (2) the right to terminate this Agreement and to retain the Deposit set forth in provision 2 above as liquidated damages (and not as a penalty), in which event both parties are released from any further obligations under this Agreement.

4 Condition and Other Matters Affecting the Property and Improvements.
SELLER IS SELLING THE PROPERTY ON AN "AS IS" AND WITH "ALL FAULTS" BASIS, AND ACCORDINGLY SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO (1) THE PHYSICAL CONDITION OF THE PROPERTY, (2) THE ABSENCE OF ANY ADVERSE ENVIRONMENTAL CONDITION OF OR AFFECTING THE PROPERTY, (3) THE ZONING OF THE PROPERTY; (4) ANY RESTRICTIVE COVENANT OR


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EASEMENT AFFECTING THE PROPERTY; (5) THE PROPERTY NOT BEING IN A FLOOD HAZARD AREA; (6) THE ABSENCE OF LATENT CONDITIONS AND SUBSURFACE MATTERS; AND (7) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY SUCH WARRANTY HEREBY BEING EXPRESSLY DISCLAIMED .

5 Prior Inspection by Buyer of Property and Acceptance “As Is” and “With All Faults.” Seller has afforded the Buyer with the opportunity to inspect the Property, and Buyer has inspected the Property to such extent and degree as Buyer desires. **Buyer accepts the Property “as is” and “with all faults” and acknowledges that Seller has made no verbal or written statement, statement of condition or representation or warranty which is inconsistent with Buyer’s purchase of the Property on the basis described herein.**

6 Nature of Deed to be Provided by Seller. Seller shall provide Buyer with a deed of conveyance which shall be in substance and form a special warranty deed which will protect the Buyer only with respect to claims based on matters arising during Seller’s ownership of the Property.

7 Expenses Associated with Sale. Each party shall pay for its own expenses associated with this transaction. The following expenses shall be paid or handled as indicated:

- (1) Taxes and assessments for the current tax year shall ☐ be prorated or ☒ not be prorated and shall be paid when due by the (applicable box to be marked):
☐ Seller ☒ Buyer.
- (2) Any taxes and assessments due for tax years preceding the current tax year are the responsibility of (applicable box to be marked): ☒ Seller ☐ Buyer.
- (3) Rollback taxes. If the sale or Buyer’s use of the Property after Closing results in the assessment of additional taxes or assessments against the Property, such will be the obligation of the Buyer.
- (4) Deed from Seller to Buyer and costs for preparation of Deed are the responsibility of (applicable box to be marked): ☒ Seller ☐ Buyer.
- (5) Fees for recording of Deed (including stamp taxes and other governmental taxes or charges) are the responsibility of (applicable box to be marked):
☐ Seller ☒ Buyer.

Other Item(s) (As Described): Property being sold as is.

8 Possession. Buyer shall be entitled to possession of the Property immediately following Closing.


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9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may not be changed except by their written agreement.

10 **Notices.** Any notice must be in writing and shall be effective when mailed certified mail, return receipt requested, delivered by courier, personally delivered or electronically sent if confirmation given by receiving party, as follows:

To Seller: Vanderbilt Mortgage and Finance, Inc.

Attention: Daniel B

500 Alcoa Trail

Maryville, TN 37804

Fax: 865-380-3334

E-Mail: _____

To Buyer: Adam Hotchkiss

Fax: _____

E-Mail: _____

11 **Additional Understandings (As Set Forth).** If this provision is completed, the following provisions shall be a part of this Agreement, and in the event of any inconsistency between such provision(s) and any other provision in this Agreement, the following provision(s) shall be deemed to be controlling:

EXECUTED THE DATE(S) SET FORTH BELOW.

Vanderbilt Mortgage and Finance, Inc.

(Name of Seller)

(Signature)

By Daniel Borowicz 03/11/10
(Typed/Printed Name) (Date)

Recovery Specialist
(Title)

(If Individual(s))

Adam Hotchkiss
(Name of Buyer)

Adam Hotchkiss 3-12-10
(Signature) (Date)

Adam Hotchkiss
(Name of Buyer)


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EXHIBIT 'A'

STATE OF ALABAMA

SHELBY COUNTY

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22 Township 21 South, Range 1 East, thence run Easterly along the south line thereof for 83.74 feet; thence 90 degrees 51 minutes 26 seconds left run Northerly 110.86 feet to the Point of Beginning; thence continue last described course for 110.86 feet; thence 88 degrees 53 minutes left run Westerly 940.14 feet; thence 91 degrees 06 minutes 32 seconds left run Southerly 110.87 feet; thence 88 degrees 53 minutes 30 seconds left run Easterly 940.15 feet to the Point of Beginning. Containing 2.39 Acres.

This is an out parcel (Parcel #1) of that certain real property described on that certain deed from Glenda H. Stewart and William W. Stewart, Jr. to Craig Thompson, Christina Thompson and Shelina Katherine Thompson dated February 15, 1995 and recorded February 24, 1995 at Book 1995, Page 04896 in the Probate Office of Shelby County, Alabama.


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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 Vanderbilt Mtg
Mailing Address P.O. Box 9800
Maryville, TN 37802

Grantee's Name Adam Hotchkiss
Mailing Address 171 Yellow Jacket Ln
Wilsonville 35156

Property Address 171 Yellow Jacket Ln
Wilsonville, TN
35156

Date of Sale 5/18/10
Total Purchase Price \$ 7,000

or
Actual Value \$ _____

or
Assessor's Market Value \$ _____



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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 ☐ Appraisal
☐ Sales Contract ☐ Other
☐ 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 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 4-4-2016

Print PAMELA HOTCHKISS

☐ Unattested
(verified by)

Sign Pamela Hotchkiss
(Grantor/Grantee/Owner/Agent) circle one