

20160407000112250
04/07/2016 08:34:24 AM
DEEDS 1/5

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

Send Tax Notice To:
John and Lori Phillips
1139 Hardwood Cove Road
Birmingham, AL 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and no/100 (\$10.00) Dollars to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, SANTANDER BANK, N.A., formerly known as Sovereign Bank, N.A., (herein referred to as GRANTOR) does grant, bargain, sell and convey unto, JOHN PHILLIPS and LORI PHILLIPS (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama, bearing a physical address of 1139 Hardwood Cove Road, Birmingham, AL 35242, to-wit:

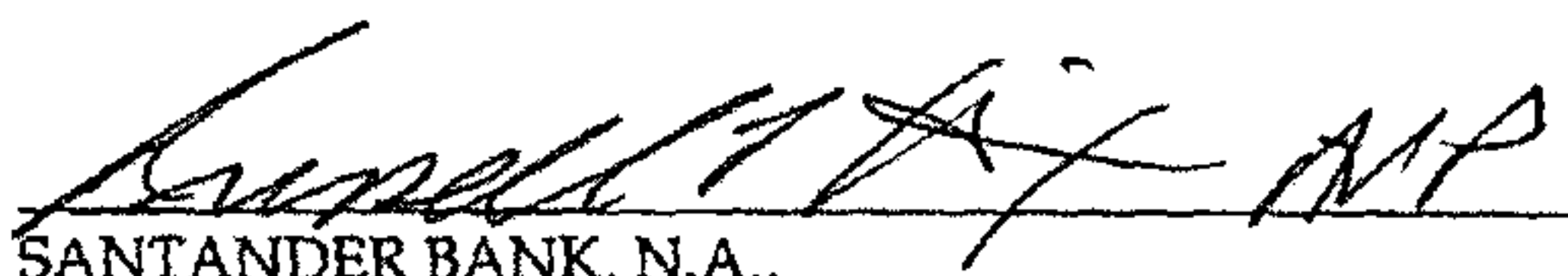
LOT 107, ACCORDING TO THE AMENDED MAP OF THE COVE AT GREYSTONE, PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 39, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- (1) Subject to property taxes for the current year.
- (2) Subject to easements, restrictions, covenants and conditions on recorded Map Book 26, Page 39 and in The cove of Greystone Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 1998-38836 in the Probate Office of Shelby County, Alabama.
- (3) Subject to mineral and mining rights.
- (4) Subject to all outstanding rights of redemption in favor of all persons and entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated July 15, 2015 and recorded on July 15, 2015 in Instrument 20150715000240830, in the Probate Office of Shelby County, Alabama.

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

IN WITNESS WHEREOF, I(we) have hereunto set my(our) hand(s) and seal(s), on March 11, 2016 .




SANTANDER BANK, N.A.,
formerly known as Sovereign Bank, N.A.
By: Russell L. Hix, Assistant Vice-President

STATE OF Pennsylvania
COUNTY OF Berks

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Russell L. Hix, the duly authorized Assistant Vice-President of Santander Bank, N.A., formerly known as Sovereign Bank, N.A., whose name 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 said conveyance, he executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid. Given under my hand and official seal on March 11, 2016.


Notary Public

My commission expires: 2/25/2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer L. Groff, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Feb. 25, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIDAVIT OF TITLE

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF BERKS

Officer. The undersigned is an officer of SANTANDER BANK, N.A., formerly known as SOVEREIGN BANK N.A. with respect to this Document, and give this Affidavit on behalf of the Bank, and not individually, based upon the knowledge of Bank employees and agents responsible for the administration and operation of the property and not the personal knowledge of the undersigned.

1. Representations. The statements contained in this Affidavit are true to the best of the Bank's knowledge, information and belief, based on available records.

2. Bank Authority. The Bank is the only owner of Property located at 1139 Hardwood Cove Rd, Birmingham, AL 35242 called "this Property". This Property is to be conveyed by the Bank to John & Lori Phillips. This action, and making of this Affidavit of Title, has been duly authorized by a proper resolution of the Board of Directors of the Bank. A copy of this resolution, bearing the seal of the Corporation, is available upon request. It has paid all state franchise taxes presently due. Its charter, franchise and corporate powers have never been suspended or revoked. It is not restrained from doing business nor has any legal action been taken for that purpose

3. Approval by Shareholders. (Check one only)

Shareholder approval is not required.

This is a sale of all or substantially all of the assets of the Corporation. The sale is not made in the regular course of the business of the Corporation. A copy of the authorization and approval of the shareholders is attached.

4. Ownership and Possession. It has owned this Property since July 15, 2015. Since then no one has questioned its right to possession or ownership. The Bank has sole possession of this Property. There are no tenants or other occupants of this Property. Except for its agreement with the Buyers (if this is a sale) it has not signed any contracts to sell this Property. It has not given anyone else any rights concerning the purchase or lease of this Property.

5. Improvements. No additional Alterations or improvements are now in progress. It has always obtained all necessary permits and Certificate of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefitting this Property have been paid in full. No building, addition, extension or alteration on this Property has been made or worked on within the past four months. The Bank is not aware that any one has filed or intends to file a mechanic's lien, Notice of Unpaid Balance and Right to File a Lien Claim, construction lien or building contract relating to this Property. No one has notified it that money is due and owing for construction or repair work on this Property.

6. Liens or Encumbrances. It has not allowed any interest (legal rights) to be created which affect its ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. The Corporation does not have any pending lawsuits or judgments against it or other legal obligations which may be enforced against this Property. It does not owe any disability, unemployment, corporate franchise, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against it, nor has it even been declared bankrupt. No one has any security interest in any personal Property or fixtures on this Property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against the Bank, but against others with similar names, except for the following:

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Creditor	Judgment Amount	Judgment Number
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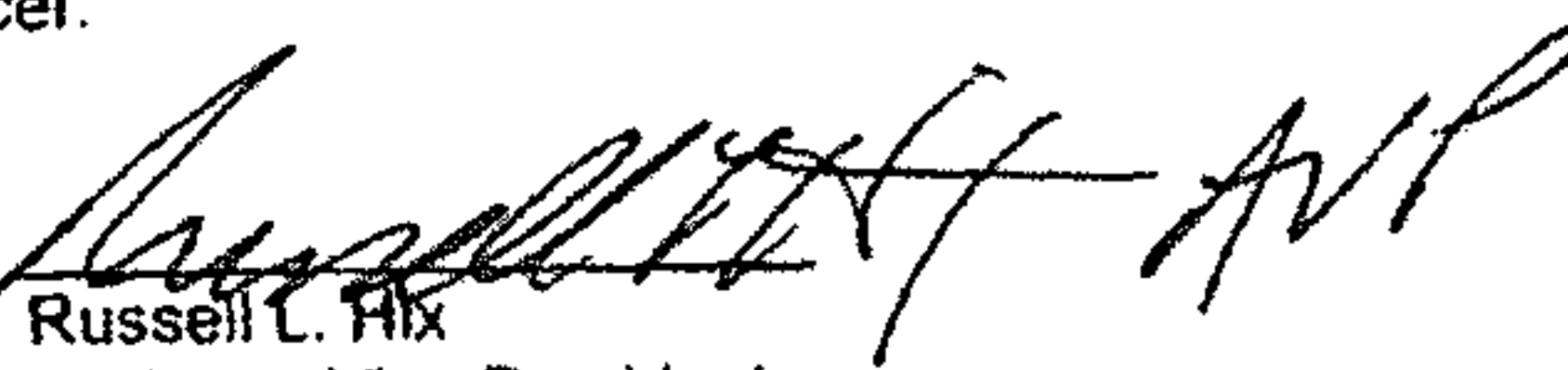
NONE

Grantor hereby agrees to indemnify, hold harmless, and defend Grantee, its successors and assigns from and against claims of the foregoing judgment holders against title to the Property.


7. **Exceptions.** The following is a complete list of exceptions to any of the above statements. This includes all liens or mortgages which are not being paid as a result of this transaction.

NONE

8. **Reliance.** The Bank makes this Affidavit in order to induce the Buyer(s) or the Lender to accept its Deed or Mortgage, and to induce Common Bond Title, LLC, to issue a title insurance policy to Buyer, free of objectionable exceptions. It is aware that the Buyer(s), the Lender and the Title Company will rely on the statements made in this Affidavit and on its truthfulness. This Affidavit is made by Santander Bank, N.A., (not individually by the undersigned officer), based on available company business records and not upon the personal knowledge of the undersigned officer.

By: 
Russell L. Hix
Assistant Vice President

Signed and sworn to before me on March 11, 2016


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer L. Groff, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Feb. 25, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon disposition of a U.S. real property interest by **SANTANDER BANK, N.A., formerly known as SOVEREIGN BANK N.A. with respect to this Document** (the "Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign partnership, foreign corporation, foreign trust or foreign estate for purposes of U.S. income taxation;
2. Transferor's taxpayer identification number is EIN 23-1237295; and
3. **Transferor's office address is: MAIL CODE: 11-900-RE3, 1130 Berkshire Boulevard, Wyomissing, PA 19610**

Transferor understands that the above information may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this affidavit could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that he has examined this instrument and to the best of the undersigned's knowledge and belief it is true, correct, and complete, and that the undersigned has authority to execute this document on behalf of Transferor.

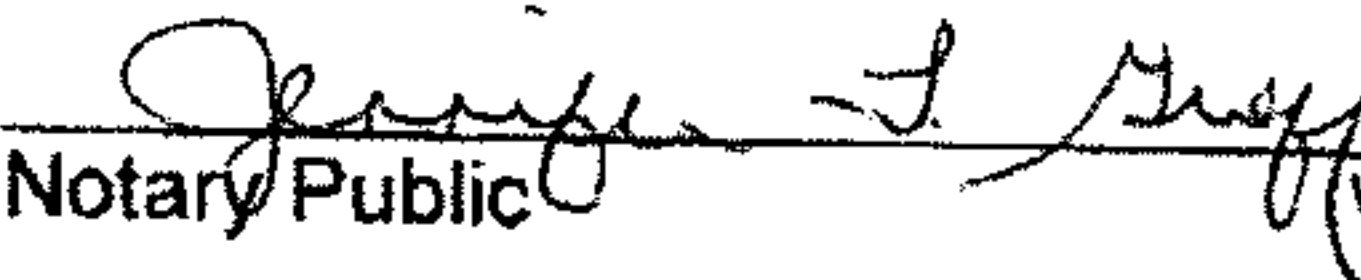
SANTANDER BANK, N.A.

By: 
Russell L. Hix
Assistant Vice President

Commonwealth of Pennsylvania
County of Berks

Sworn to and subscribed before me this 11th day of March, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer L. Groff, Notary Public
Wyomissing Boro, Berks County
My Commission Expires Feb. 25, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Notary Public

Real Estate Sales Validation Form

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

Grantor's Name Santander Bank, N.A. Grantee's Name John L. Phillips
Mailing Address 1130 Berkshire Blvd. Mailing Address 6 Chelsea Village Lane
Wyomissing, PA 19610 Chelsea, AL 35043
Property Address 1139 Hardwood Cove Road Date of Sale March 30, 2016
Birmingham, AL 35242 Total Purchase Price \$356,900.00
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 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 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 March 30, 2016

Unattested

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/07/2016 08:34:24 AM
\$44.00 DEBBIE
20160407000112250

(verified by)

Print Janet Friedman Santander Bank, N.A.

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



Handwritten signature