

**This instrument prepared by:**  
Sandy F. Johnson  
3170 Highway 31 South  
Pelham, AL 35124

**SEND TAX NOTICE TO:**  
Joshua S. Hawthorne and  
Justine H. Hawthorne  
541 17th Street  
Calera, AL 35040

20160413000121400  
04/13/2016 01:39:46 PM  
DEEDS 1/3

**WARRANTY DEED**

**STATE OF ALABAMA** )  
 )  
**SHELBY COUNTY** )

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the sum of Two Hundred Forty-Eight Thousand And No/100 Dollars (\$248,000.00) paid by the grantee herein, the receipt of which is hereby acknowledged, I/we, David A. Hogg and Kathy M. Hogg, husband and wife (hereinafter grantor, whether one or more), do grant, bargain, sell and convey unto Joshua S. Hawthorne and Justine H. Hawthorne (hereinafter Grantees), as joint tenants with rights of survivorship, all of my/our right, title and interest in the following described real estate, situated in Shelby County, Alabama.

A parcel of land lying and being situated in the NE ¼ of the NW ¼, Section 24, Township 22 South, Range 1 East, Shelby County, Alabama; described as follows: From the NW corner of said ¼ - ¼ section run S along ¼ - ¼ line 887.3 feet to an iron pin; thence deflect left 90° for 168 feet to an iron pin; thence deflect right 90° for 80.6 feet to the South post of a chain link fence gate, and the beginning point of subject lot; from said point thus established, continue said course 200.1 feet to an iron pipe on the shore line of Lay Lake; thence run along the meander of said shore line Easterly 239.8 feet to an iron pipe; thence run N 69°10'W, 223.7 feet and back to the beginning point.

Also the following described easement for a driveway; From the point of beginning of the lot described above and hereon, run S 60°10'E, 89 feet; thence run Northwesterly to a point on a fence, said point begin the N post of a chain link fence gate being located 16 feet North of the beginning point; thence run S 16 feet to the beginning point.



Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

Two Hundred Fifty-Three Thousand Three Hundred Thirty-Two And No/100 Dollars (\$253,332.00) of the consideration recited herein is from the proceeds of a purchase money mortgage of even date herewith.

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

Grantor does, for Grantor and for Grantor's heirs, executors and administrators covenant with the said Grantees as joint tenants, with rights of survivorship, their heirs executors and administrators, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors and administrators shall warrant and defend the same to the said Grantees, and their heirs, executors and administrators forever, against the lawful claims of all persons.

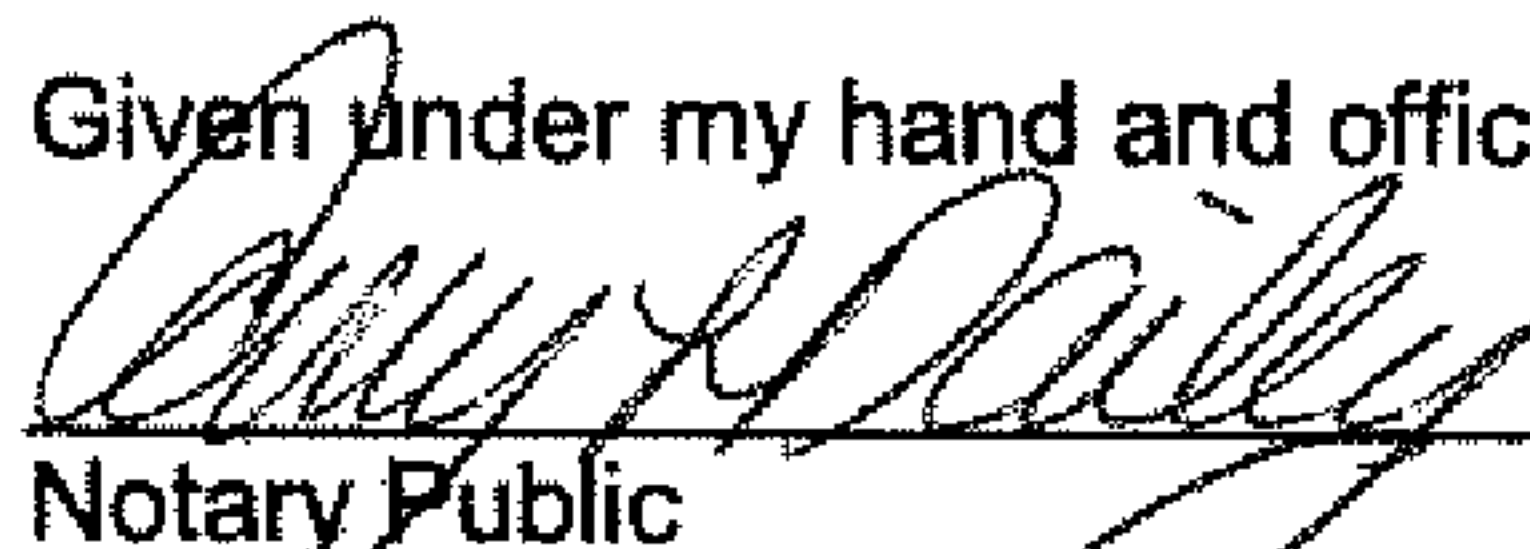
IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on April 8, 2016.

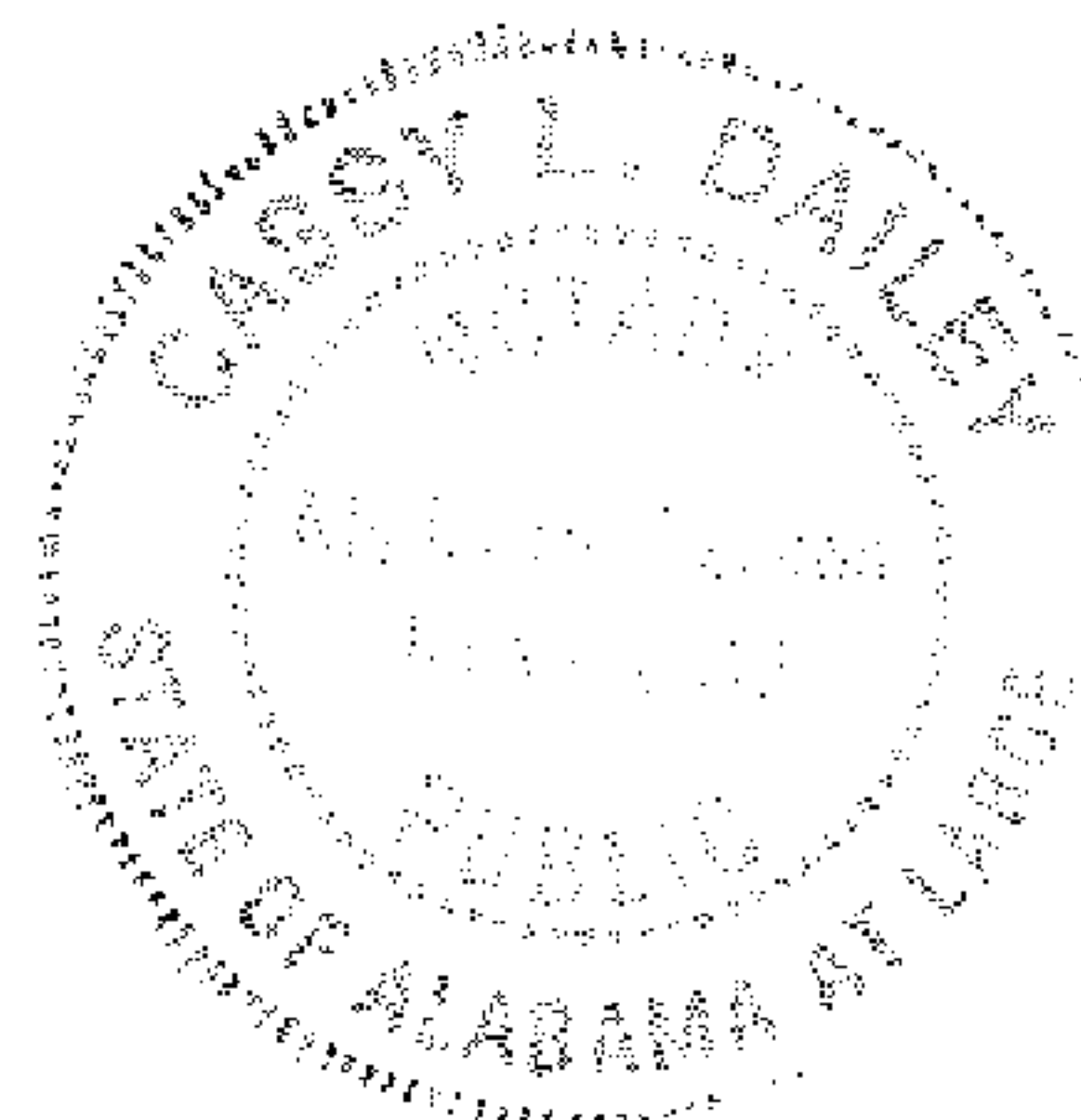
  
\_\_\_\_\_  
David A. Hogg  
  
\_\_\_\_\_  
Kathy M. Hogg

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David A. Hogg and Kathy M. Hogg, whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on the 8th day of April, 2016.

  
\_\_\_\_\_  
Notary Public  
My commission expires.



**20160413000121400 04/13/2016 01:39:46 PM DEEDS 3/3**

Grantor's Name	David A. Hogg and Kathy M. Hogg	Grantee's Name	Joshua S. Hawthorne and Justine H. Hawthorne
Mailing Address	541 17th Street Calera, AL 35040	Mailing Address	301 Poplar Street Sylacauga, AL 35150

Property Address 541 17th Street  
Calera, AL 35040

Date of Sale April 8, 2016  
Total Purchase Price \$248,000.00

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 - David A. Hogg and Kathy M. Hogg, 541 17th Street, Calera, AL 35040.

Grantee's name and mailing address - Joshua S. Hawthorne and Justine H. Hawthorne, 301 Poplar Street,  
Sylacauga, AL 35150.

Property address - 541 17th Street, Calera, AL 35040

Date of Sale - April 8, 2016.

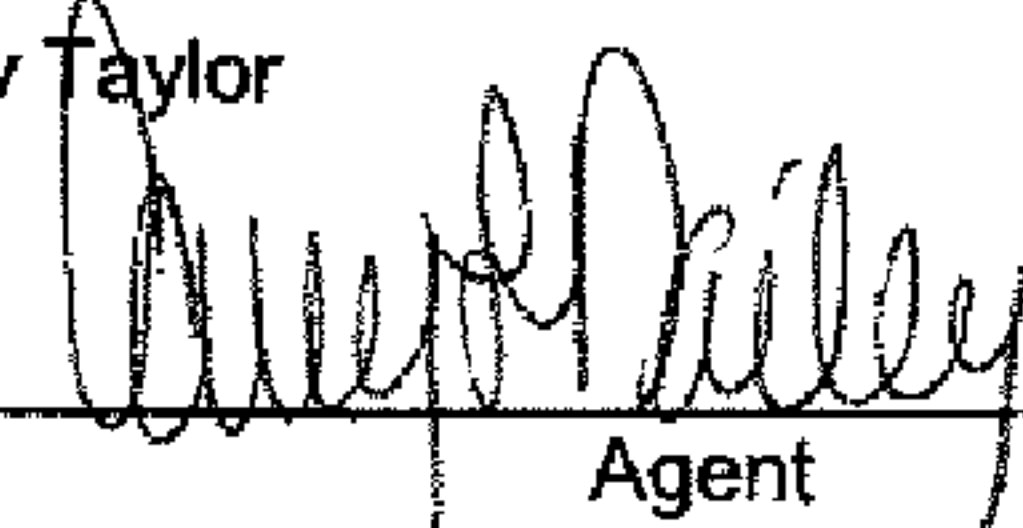
Total purchase price - The total amount paid for the purchase of the property, both real and personal, being  
conveyed by the instrument offered for record.

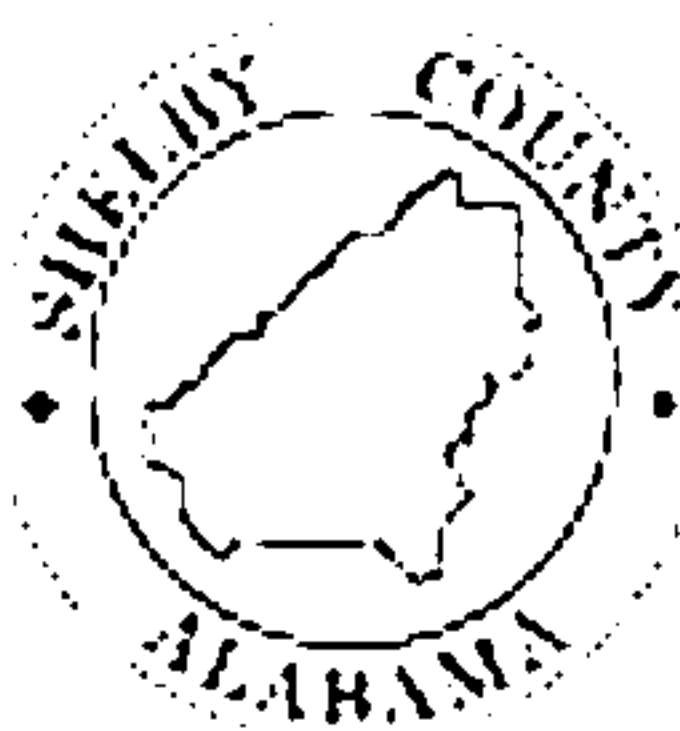
Actual Value - if the property is not being sold, the true value of the property, both real and personal, being  
conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed  
appraiser or the assessor's current market value.

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: April 8, 2016

Haley Taylor  
Sign   
Agent



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
04/13/2016 01:39:46 PM  
\$21.00 CHERRY  
20160413000121400

