

20160503000147560
05/03/2016 02:46:47 PM
DEEDS 1/6

SEND TAX NOTICES TO:
DALCO PROPERTIES, LLC
Attn: Doug Levene,
PO Box 380246
Birmingham, Alabama 35238

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, Edna J. Buckner, an unmarried person; Charles A. Buckner, Jr., a married person; and Mark Alan Buckner, a married person (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto **DALCO PROPERTIES, LLC**, an Alabama limited liability company (herein referred to as "Grantee") the real estate described on Exhibit "A" attached hereto and situated in Shelby County, Alabama.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

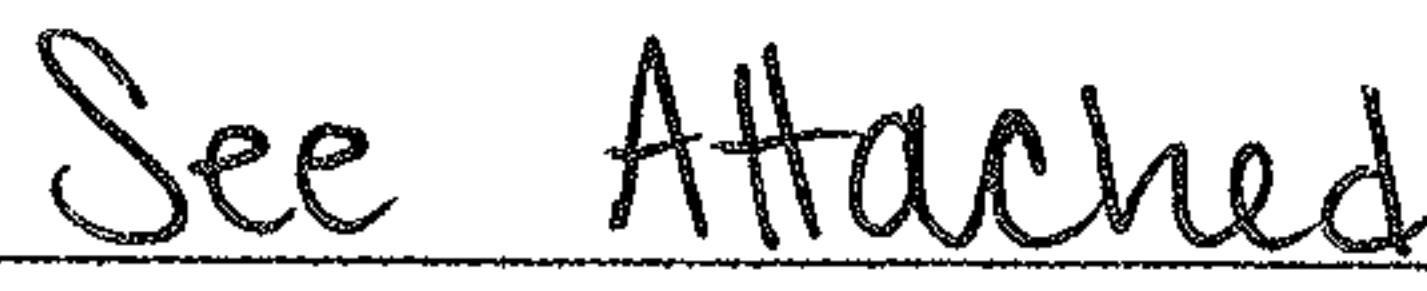
[This property is not the homestead of Grantors nor of Grantors' spouses, if any]

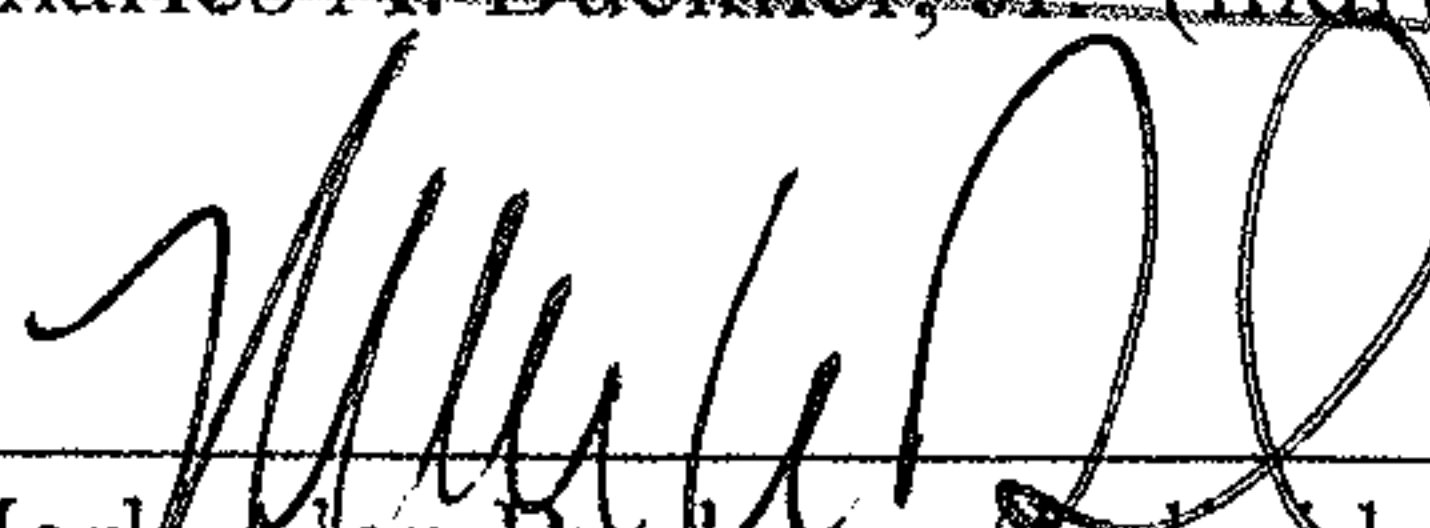
TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR does for themselves, and their heirs, executors, successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted on Exhibit "A", that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and their heirs, executors, successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed effective as of the 2nd day of May, 2016.


Edna J. Buckner (Individually) L.S.

 
Charles A. Buckner, Jr. (Individually) L.S.


Mark Alan Buckner (Individually) L.S.

SEND TAX NOTICES TO:
DALCO PROPERTIES, LLC
Attn: Doug Levene,
PO Box 380246
Birmingham, Alabama 35238

WARRANTY DEED

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COUNTY OF SHELBY

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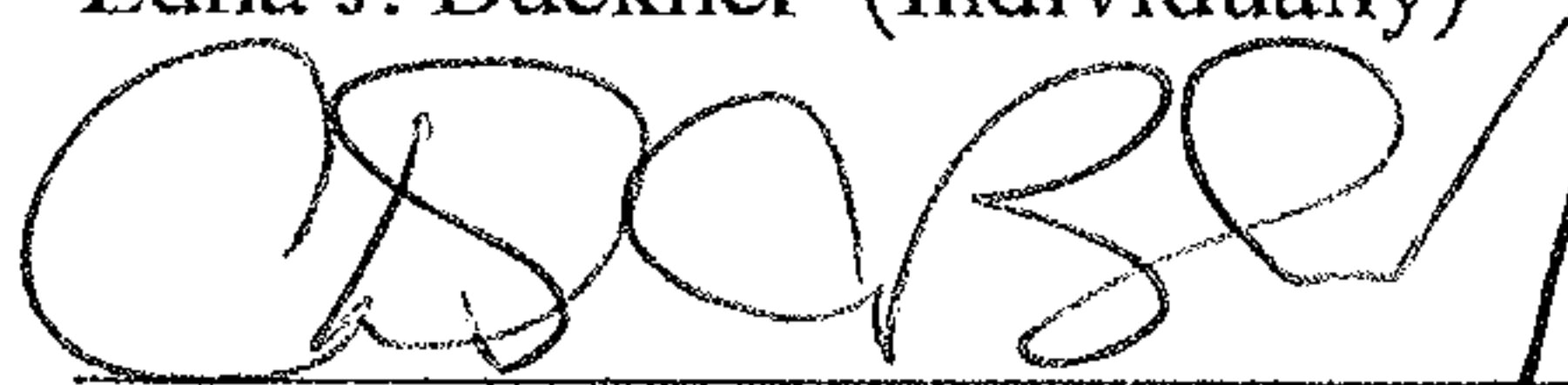
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 L.S.

Edna J. Buckner (Individually)

 L.S.

Charles A. Buckner, Jr. (Individually)

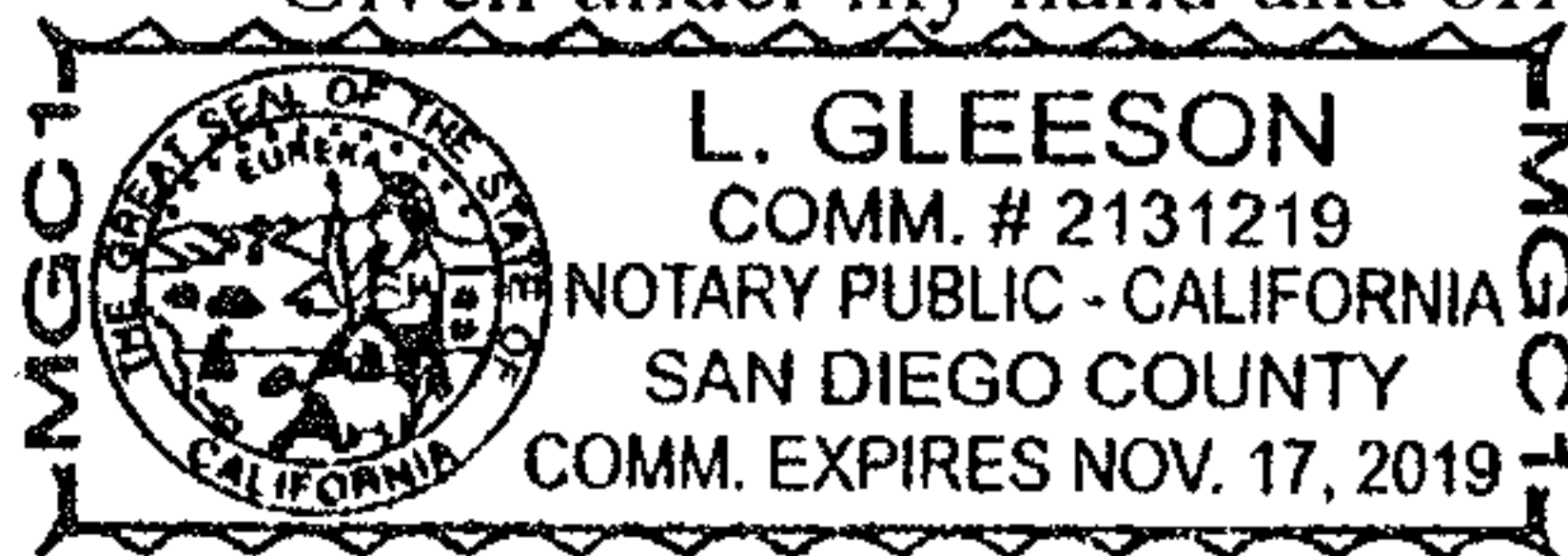
L.S.

Mark Alan Buckner (Individually)

STATE OF CA
COUNTY OF San Diego

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Edna J. Buckner**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of April, 2016.



[Signature]
NOTARY PUBLIC
My Commission Expires: 11/17/2019

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Charles A. Buckner, Jr.**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of April, 2016.

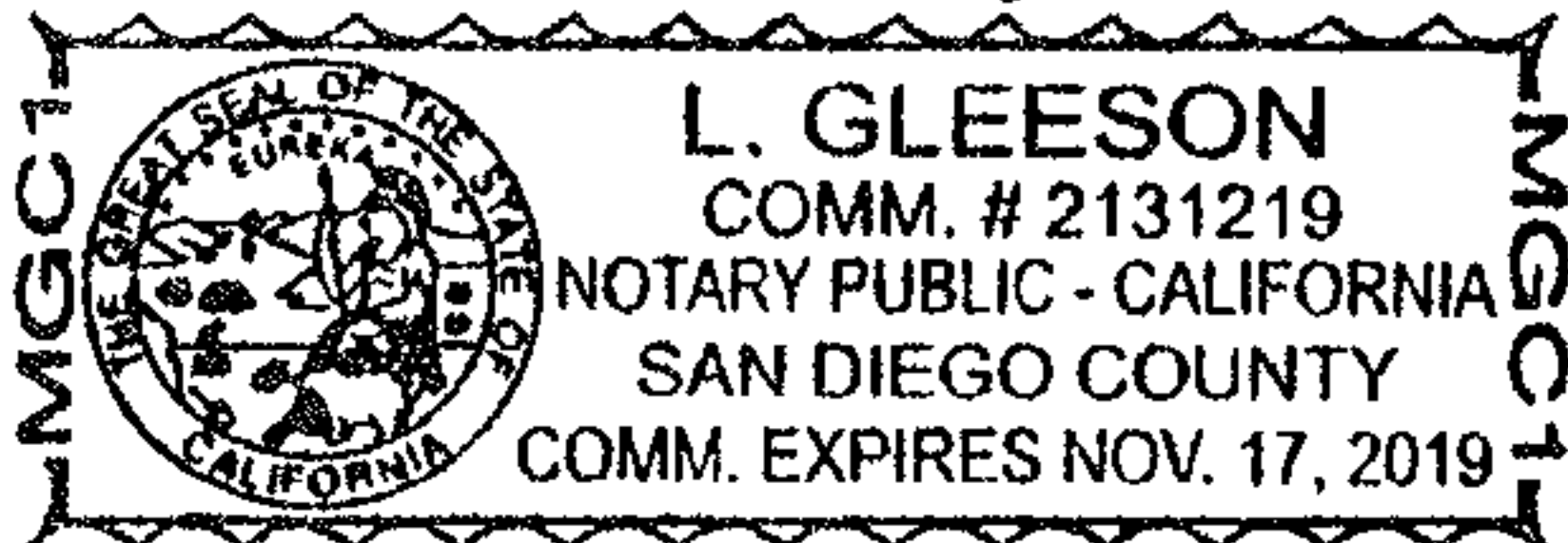
See Attached

NOTARY PUBLIC
My Commission Expires: _____

STATE OF CA
COUNTY OF San Diego

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Mark Alan Buckner**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of April, 2016.



[Signature]
NOTARY PUBLIC
My Commission Expires: 11/17/2019

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
Stephanie J. Gossett
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Edna J. Buckner**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of April, 2016.

NOTARY PUBLIC
My Commission Expires: _____

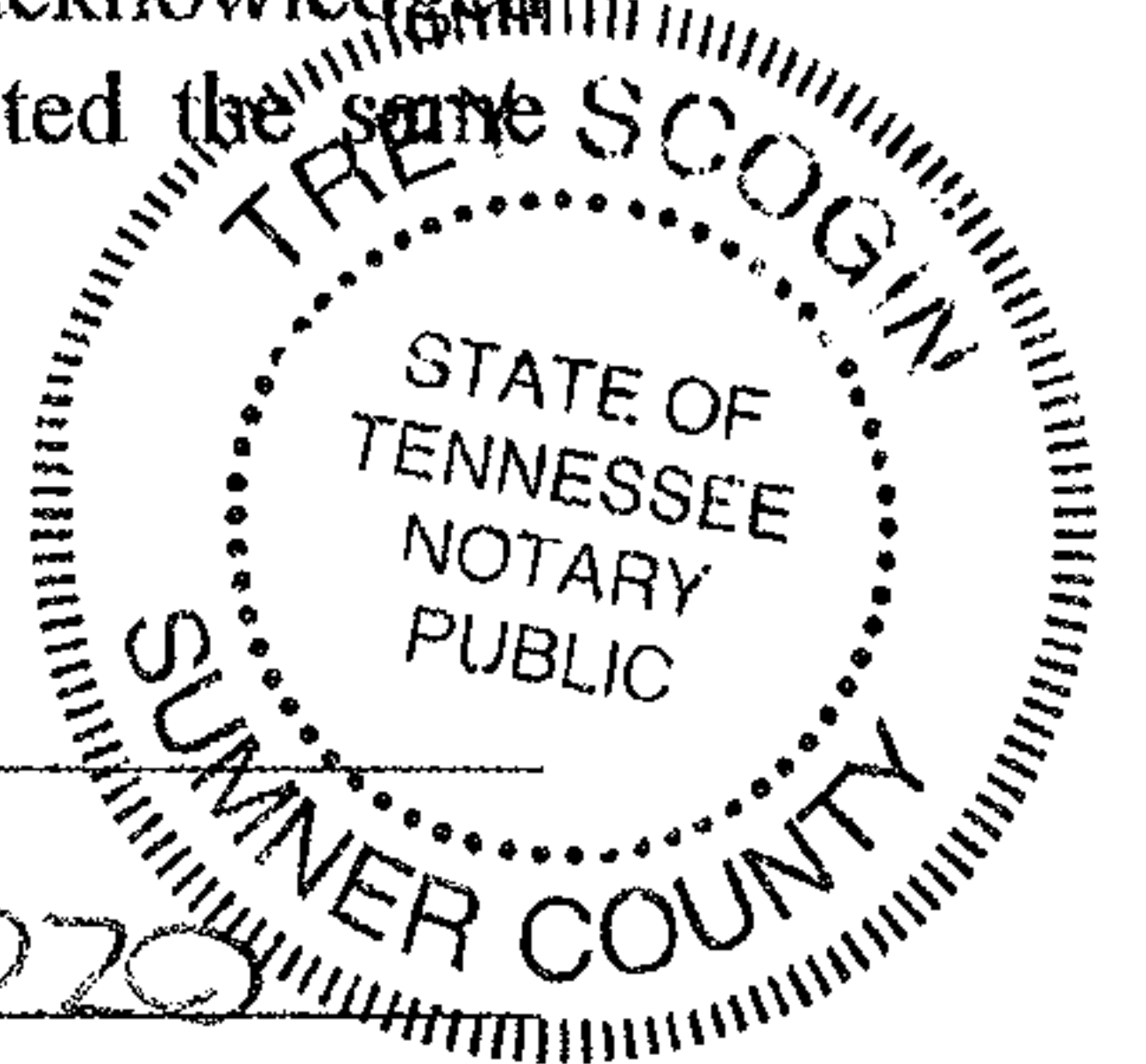
STATE OF TN
COUNTY OF Sumner

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Charles A. Buckner, Jr.**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28 day of April, 2016.

Guy Aug

NOTARY PUBLIC
My Commission Expires: 11/29/2020



STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify **Mark Alan Buckner**, whose name was signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the ____ day of April, 2016.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
Stephanie J. Gossett
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

EXHIBIT "A"

Lot 10, according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16, page 31, in Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

- i) taxes and assessments for the year 2016, a lien but not yet payable;
- ii) restrictive covenants recorded in instrument 1994-33988;
- iii) transmission line permits in favor of Alabama Power Company recorded in Deed Book 109, page 492, Deed 111, page 402, Deed 127, page 336, Deed Book 160, page 403, and Deed Book 173, page 191;
- iv) title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto including rights set out in Deed 4 pages 486 and 488;
- v) rights of way granted to New Four Lane Highway No. 280 by instrument recorded in Lis Pendens 4, page 509;
- vi) covenants and agreement for water service as set forth in Real 235, page 611;
- vii) Utility easement for EBSCO Industries to Cahaba Water Renovation Systems as set forth in Real 42, page 233;
- viii) Restrictions, covenants and conditions as set forth in instrument 1994-33988 and Map Book 19 page 25;
- ix) Release of damages as set out in instrument 1994-33988;
- x) Amended Restrictions recorded in Instrument 2001-53714, Instrument 2004-86600 and Instrument 2004-86650;
- xi) 15 foot easement on rear as shown by recorded map;
- xii) Restrictions as shown by recorded map;
- xiii) Building set back line as shown by restrictions or covenants recorded in Instrument 1993-20846;
- xiv) Mineral and mining rights and rights incident thereto recorded in Deed Book 121, page 294, Deed Book 60, page 260 and Deed Book 4, pages 493 and 495;
- xv) Transmission line permit to Alabama Power Company by instrument recorded in Deed Book 109, page 501, Deed book 109, page 500, Deed book 109 page 505 A & B and Deed Book 239, page 214;
- xvi) Rights of others to the use of Hugh Daniel Drive described in Deed Book 301, page 799;
- xvii) Covenant and agreement for water service recorded in Real 235, page 574 and in Instrument 1993-20840;
- xviii) Amended and restated restrictions or covenants recorded in Real 265, page 96;
- xix) Amended and restated Greystone Village Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1994-12222 with Articles of Incorporation of Greystone Village Homeowners in Instrument 1993-20847 and amended in Instrument 1996-8823;
- xx) Agreement with Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc recorded in Real 350, page 545;
- xxi) Easement agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded in Instrument 1993-22409;
- xxii) Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260 as amended by Real 319, page 235, Real 346, page 942, Real 378, page 904, Reel 397, page 958, 1992-17890, 1993-3123, 1993-10163, 1993-16982, 1993-20968, 1993-32840, 1994-23329, 1995-08111, 1995-24267, 1995-34231, 1996-19860, 1996-37514, 1996-39737, and 1997-02534; and
- xxiii) Release of damages as recorded in Instrument 1996-40479

Real Estate Sales Validation Form

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

Grantor's Name Edna J. Buckner, Charles A. Buckner, Jr.,
and Mark Alan Buckner
Mailing Address _____

Grantee's Name Dalco Properties, LLC
Mailing Address PO Box 380246
Birmingham, Alabama 35238

Property Address 1118 Berwick Rd.
Birmingham, Alabama 35242

Date of Sale 5/2/2016
Total Purchase Price \$ 180,000.00
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 5/2/2016

Print Dalco Properties, LLC

Sign Douglas A. Jensen

Unattested _____

(Grantor/Grantee/Owner/Agent) circle one

Sole Member & Auth. Agent

Form RT-1



Filed and Recorded (verified by)
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/03/2016 02:46:47 PM
\$30.00 CHERRY
20160503000147560

[Signature]