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 Shelby Cnty Judge of Probate, AL  
 06/01/2016 02:49:39 PM FILED/CERT

**THIS INSTRUMENT PREPARED BY:**

Jeremy L. Retherford  
 Balch & Bingham LLP  
 1901 6th Avenue North, Suite 1500  
 Birmingham, Alabama 35203

**SEND TAX NOTICE TO:**

Arthur L. Oglesby and Joy W. Oglesby  
 121 Star View Circle  
 Alabaster, AL 35007

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )

SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT FOR AND IN CONSIDERATION OF** One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500.00) and other good and valuable consideration in hand paid to **CADENCE BANK, N.A.**, a national banking association (the "Grantor") by **ARTHUR LEON OGLESBY AND JOY WATKINS OGLESBY**, husband and wife, as joint tenants with rights of survivorship (the "Grantee"), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto Grantee the real estate situated in Shelby County, Alabama and further described in **Exhibit "A"** (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

**THIS CONVEYANCE IS SUBJECT, HOWEVER,** to the following:

1. Current ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.
7. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the


construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

8. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.
9. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
10. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

**TO HAVE AND TO HOLD** to the Grantee and Grantee's heirs, successors and assigns forever;

**IN WITNESS WHEREOF**, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 18 day of May, 2016.

*[signature page follows]*

  
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**GRANTOR: Cadence Bank, N.A.**

By: \_\_\_\_\_

(Printed Name):

SLOAN STEVENS

Its:

VICE PRESIDENT

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SLOAN STEVENS, whose name as VICE PRESIDENT of Cadence Bank, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such OFFICER and with full authority, executed the same voluntarily for and as the act of said institution.

Given under my hand this the 18<sup>th</sup> day of May, 2016.

Kiki S. Rider

Notary Public

My commission expires: 6-9-18

[NOTARIAL SEAL]

**KIKI S RIDER**  
Notary Public, Alabama State At Large  
My Commission Expires June 9, 2018




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**Exhibit "A"**

Lot 211-A, according to a Resurvey of Lots 210 and 211 of a Resurvey of Final Plat Stagecoach Trace, Sector 2, as recorded in Map Book 28, Page 118. 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	Cadence Bank, N.A.
Mailing Address	2100 Third Avenue N, Suite 1100 Birmingham, AL 35203
Property Address	121 Star View Circle Alabaster, AL 35007

Grantee's Name	Arthur Leon Oglesby Joy Watkins Oglesby
Mailing Address	121 tar View Circle Alabaster, AL 35007
Date of Sale	May 16, 2016
Total Purchase Price	\$127,500.00
or Actual Value	
or lessor'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)

<u>        </u>	Bill of Sale
<u>  X  </u>	Sales Contract
<u>        </u>	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 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 May 18, 2016

Print Janet Friedman  
Cadence Bank, N.A.

**Unattested**

(verified by)

Sign [Signature]  
(Grantor/Grantee/Owner/Agent) circle one



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**Form RT-1**