

20161102000400590
11/02/2016 09:26:09 AM
DEEDS 1/4

This Instrument was Prepared by:

Shannon E. Price, Esq.
Kudulis, Reisinger & Price, LLC
P.O. Box 653
Birmingham, AL 35201

Send Tax Notice To: Jacqueline B. Glenn
32 Abbott Square
Birmingham, AL 35242-1805

WARRANTY DEED

State of Alabama

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Three Hundred Twenty Thousand Dollars and No Cents (\$320,000.00)**, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Robert Reynolds and Jennifer Reynolds, husband and wife, whose mailing address is 21 Abbott Square, Birmingham, AL 35242** (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Jacqueline B. Glenn, whose mailing address is 32 Abbott Square, Birmingham, AL 35242-1805** (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, **the address of which is 32 Abbott Square, Birmingham, AL 35242**; to wit;

LOT 7-28, BLOCK 7, ACCORDING TO THE SURVEY OF MT LAUREL, PHASE 1A, AS RECORDED IN MAP BOOK 27, PAGES 72 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

\$256,000.00 of the purchase price is being paid by a mortgage being simultaneously recorded herewith.

Property may be subject to all covenants, restrictions, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

All taxes for the year 2016 and subsequent years, not yet due and payable.

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.

Such state of facts as shown on subdivision plat recorded in Plat Book 27, Page 72 A & B.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.

Easement or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 27, Page 72 A & B.

All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as instrument # 2000-35579 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Master Deed Restrictions"), and the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as instrument No. 2000-35580 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Mining and mineral rights not owned by Grantor.

The Mt Laurel Rules and Regulations, as defined in the Declaration, which are available from the Association, as the same may be amended from time to time.

The terms, provisions, requirements and regulations set forth in the Mt Laurel Design Code, copies of which are available from the Mt Laurel Design Review Board, as the same may be amended from time to time.

All other set back lines, easements, rights-of-way, restriction, limitations, if any, of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:

(a) Grantees have been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantees, in their sole discretion, may determine to be necessary in order to satisfy Grantees of the physical and environmental condition of the Property and all other aspects of the Property;

(b) Grantees have assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property Including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

(d) Grantees hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, shareholders, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof;

(e) The Property is subject to all of the terms and provisions of the Declaration, the Master Deed Restrictions, the Rules and Regulations, as defined in the Declaration, and the Mt Laurel Design Code, as defined in the Declaration (collectively, the "Mt Laurel Documents") and Grantees agree to be bound by all of the terms and provisions of the Mt Laurel Documents;

(f) The Mt Laurel Documents permit the Founder (which is an affiliate of Grantor) to make various changes and modifications to the Mt Laurel Documents from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without the consent or approval of any Owners (which would include Grantees);

(g) The Master Plan for Mt Laurel, which the Founder may change from time to time without the consent or approval of any Owners (which would include Grantees), contemplates that Mt Laurel will be developed as a traditional neighborhood development which will mix commercial, residential and civic uses unlike that of typical or conventional suburban developments which separate residential from civic and commercial land uses. A traditional neighborhood development attempts to create a neighborhood of walkable streets and a range of housing types which are commingled with civic and commercial land uses. Accordingly, Single-Family Districts in Mt Laurel may be directly adjacent to Townhouse Districts, Multi-Family Districts and Commercial Districts;

(h) As provided in the Declaration, each Owner (which would include Grantees) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

(i) Until the Turnover Date, as defined in the Declaration, all members of the Board of the Association and all officers of the Association are appointed (and subject to removal) solely by the Founder;

(j) Only the real property shown on the Initial Plat and any Additional Property which is submitted to the Declaration and Master Deed Restrictions in accordance with the terms and provisions thereof is subject to the terms and provisions of the Declaration and the Master Deed Restrictions. The Founder has no obligation to submit or add any of the other real property shown on the Master Plan to the Declaration or the Master Deed Restrictions; and

(k) As of the date hereof, all roadways, streets and alleyways within Mt Laurel are private and will be maintained by the Association; however, the Founder has reserved the unilateral right under the Declaration to dedicate all or any portion of the Common Roads within Mt Laurel to any Governmental Authority in which event such Common Roads would become public roadways.

Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on or under subject property.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 2000-35579, amended by Amendment thereto and recorded in Inst. No. 2000-38859 and re-recorded as Inst. No. 2000-36270; 2⁴ Amendment as recorded in Inst. No. 2000-38860; and 3rd Amendment as recorded in Inst. No. 2001-03681 in the Probate Office.

Restrictions, limitations and conditions as set out in Map Book 27, page 71 A & B in the Probate Office.

Covenant and Agreement for water service dated April 24th 1989 and recorded in Real Book 235 page 611 in the Probate Office.

Sewer Service Agreement dated June 22nd 1999 by and between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set out in Inst. No. 1999-35429.

Declaration of Charter, Easements, Covenants and Restrictions of Mt Laurel, A Traditional Neighborhood Development as recorded in Inst. No. 2000-35580 in Probate Office.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed(s) recorded in Inst. No. 20020916000444470 in the Probate Office.

All other existing casements, restrictions, current taxes, set-back lines, rights of way, limitations, if any, of record.

TO HAVE AND TO HOLD to the said Grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all person.

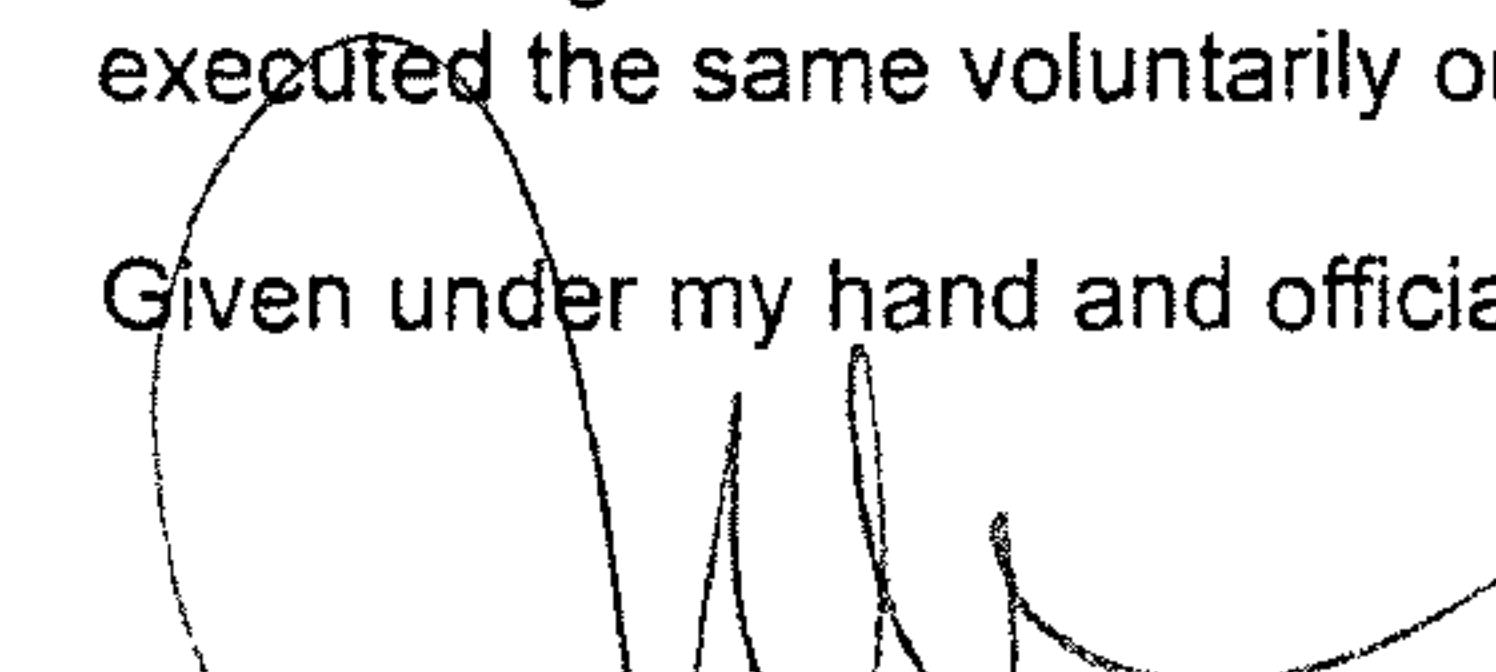
IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 25th day of October, 2016.

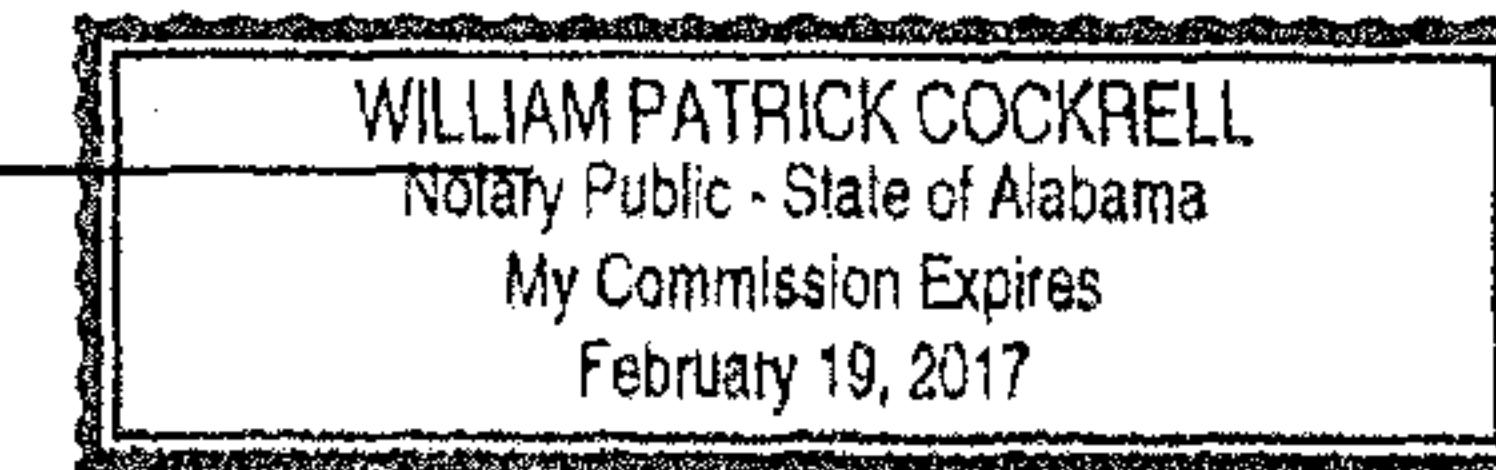

Robert Reynolds

State of Alabama } General Acknowledgment
Jefferson County }

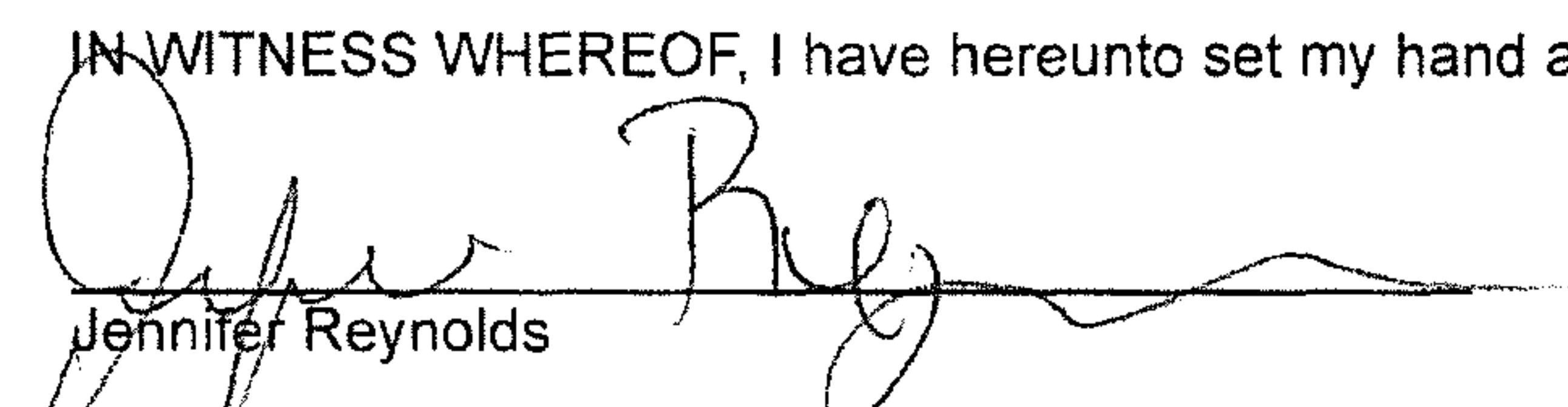
I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Robert Reynolds, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of October, 2016.


Notary Public, State of ALABAMA
the undersigned authority
Printed Name of Notary
My Commission Expires: _____



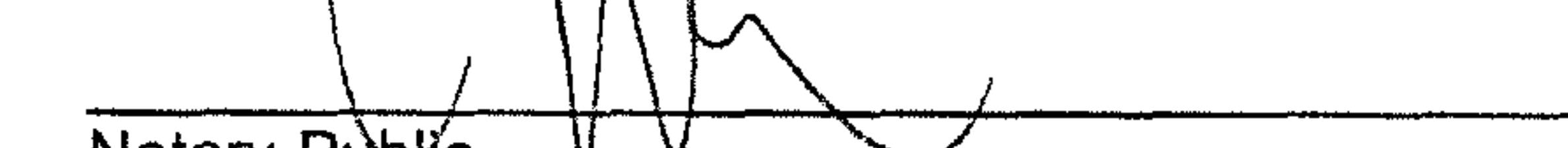
IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 26th day of October, 2016.

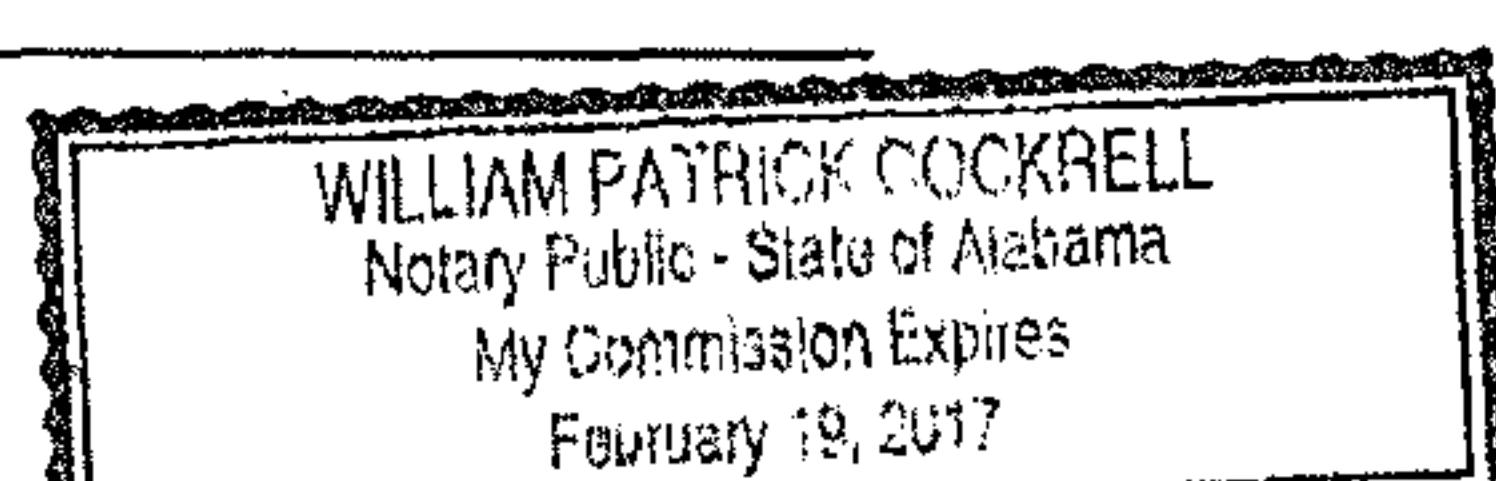

Jennifer Reynolds

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Jennifer Reynolds, 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 the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of October, 2016.


Notary Public
My commission expires: _____
(Seal)
21 Abbott Square
Birmingham, AL 35242
21 Abbott Square
Birmingham, AL 35242



Real Estate Sales Validation Form

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

Grantor's Name	Robert Reynolds Jennifer Reynolds	Grantee's Name	Jacqueline B. Glenn
Mailing Address	21 Abbott Square Birmingham, AL 35242	Mailing Address	32 Abbott Square Birmingham, AL 35242-1805
Property Address	32 Abbott Square Birmingham, AL 35242	Date of Sale	October 26, 2016
		Total Purchase Price	\$320,000.00
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> 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.

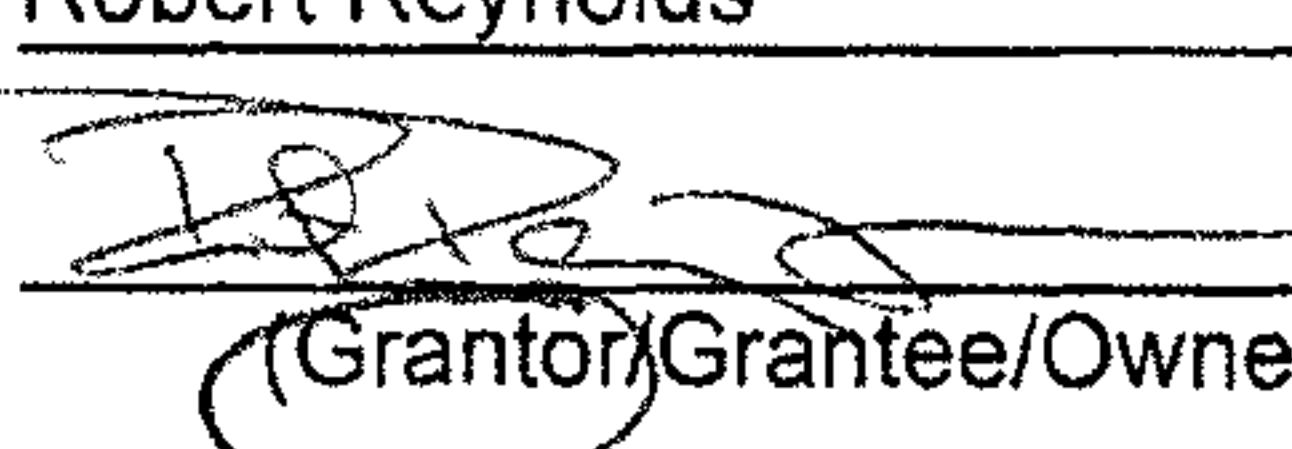
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be 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 October 25, 2016

Print Robert Reynolds

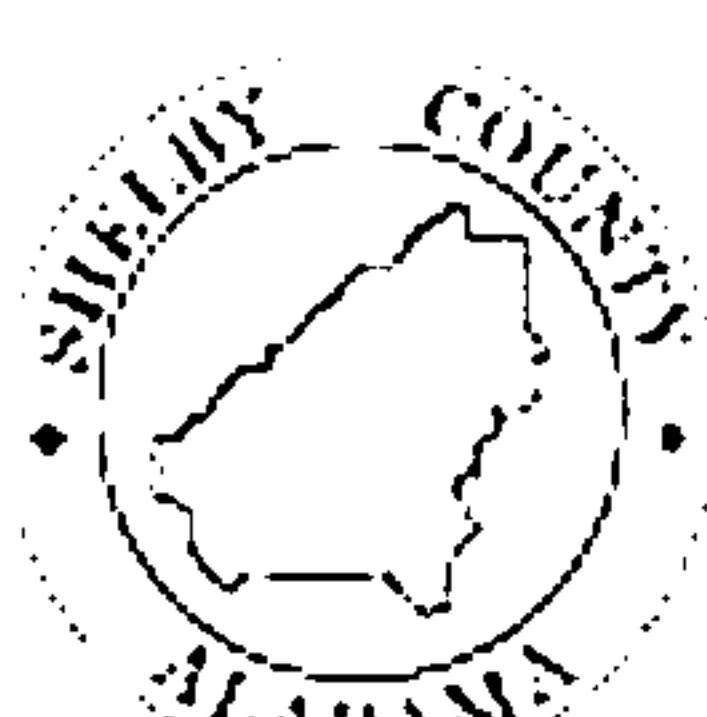
Unattested

Sign 

 (verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/02/2016 09:26:09 AM
\$88.00 CHARITY
20161102000400590

