


This Instrument Prepared By:  
Jack P. Russell, Esq.  
Hand Arendall LLC  
2001 Park Place North  
Suite 1200  
Birmingham, Alabama 35203  
205-502-0108

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STATE OF ALABAMA  
COUNTY OF SHELBY

  
20170113000019020 1/6 \$52.50  
Shelby Cnty Judge of Probate, AL  
01/13/2017 02:53:28 PM FILED/CERT

### **GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that **DOUGLAS LEE ACTON, DONALD MARK ACTON, AND DANNY FRANKLIN ACTON AS CO-TRUSTEES OF THE MARK H. ACTON, JR. IRREVOCABLE TRUST**, dated November 3, 1988 (collectively the "Grantor"), for and in consideration of Twenty-One Thousand and Five Hundred and 00/100 Dollars (\$21,500.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

**Lot 34, according to the survey of Kinsale Gardens 3rd Sector, as recorded in Map Book 41, page 90, in the Probate Office of Shelby County, Alabama.**

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein

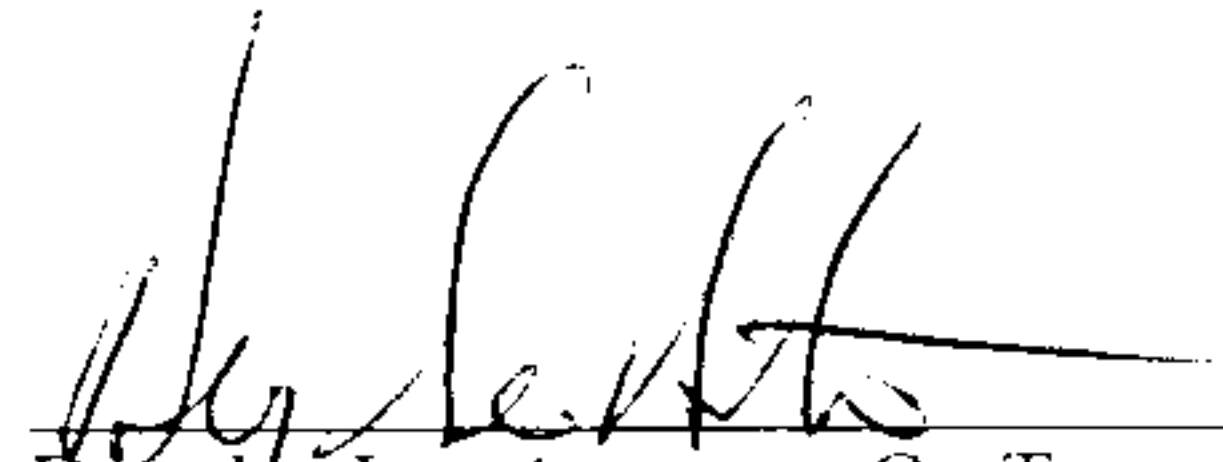
TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.


Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.


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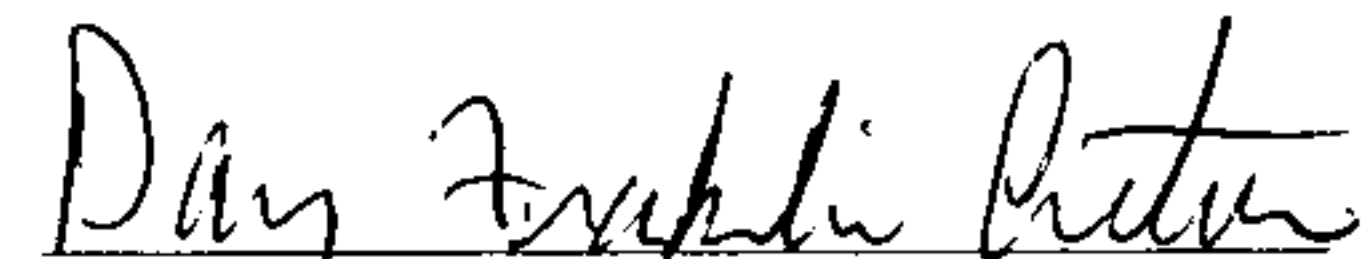
Shelby County, AL 01/13/2017  
State of Alabama  
Deed Tax: \$21.50

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 11<sup>th</sup> day of January, 2017.

  
Douglas Lee Acton, as Co-Trustee of  
the Mark H. Acton, Jr. Irrevocable  
Trust, dated November 3, 1988

  
Donald Mark Acton, as Co-Trustee of  
the Mark H. Acton, Jr. Irrevocable  
Trust, dated November 3, 1988

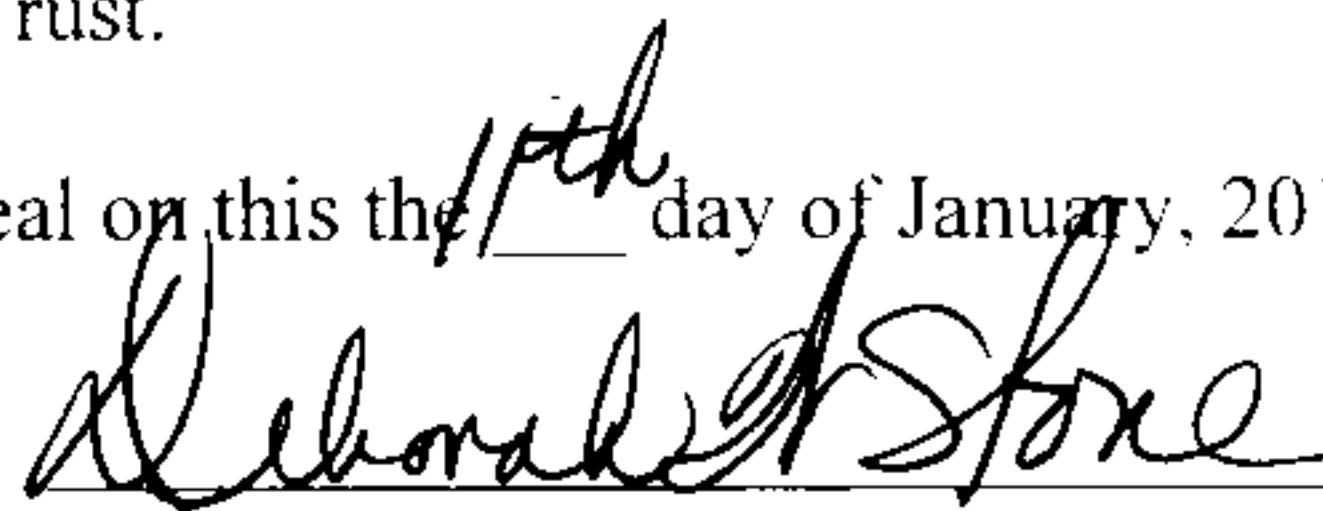
  
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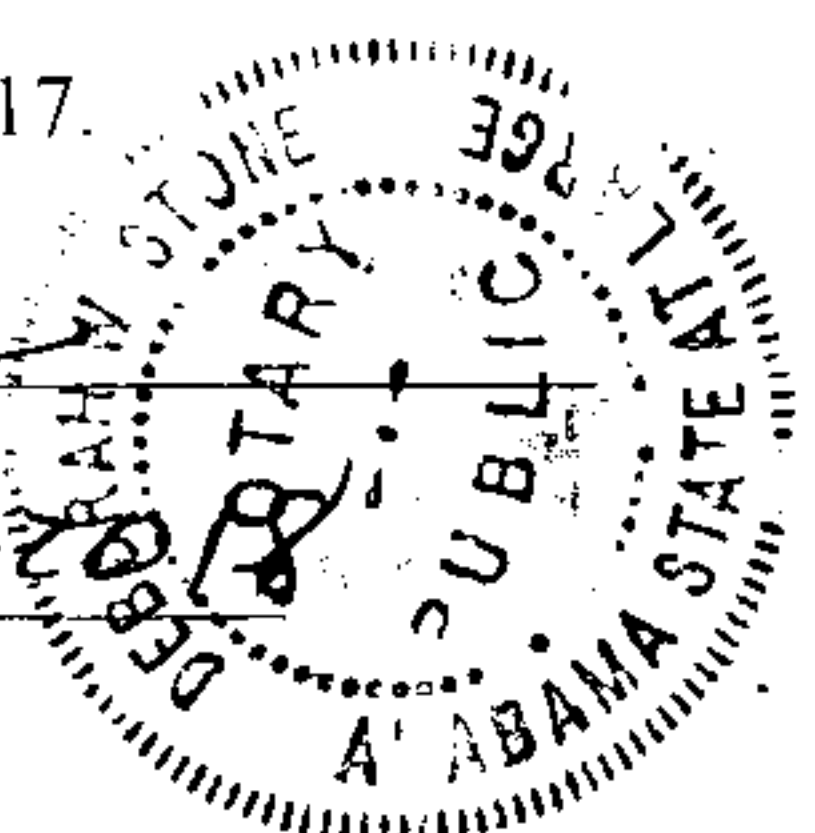
  
Danny Franklin Acton, as Co-Trustee  
of the Mark H. Acton, Jr. Irrevocable  
Trust, dated November 3, 1988

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas Lee Acton, whose name as Co-Trustee of the Mark H. Acton, Jr. Irrevocable Trust, dated November 3, 1988, 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, in his capacity as such Co-Trustee and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said Irrevocable Trust.

Given under my hand and official seal on this the 11<sup>th</sup> day of January, 2017.

  
Notary Public  
My Commission Expires: 3-26-2018



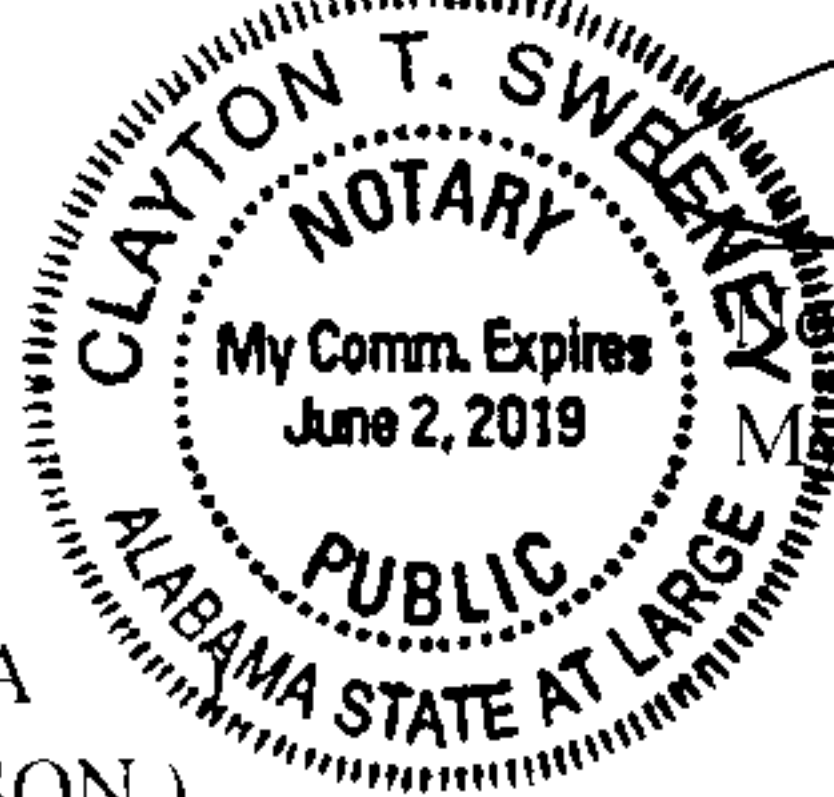
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )



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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald Mark Acton, whose name as Co-Trustee of the Mark H. Acton, Jr. Irrevocable Trust, dated November 3, 1988, 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, in his capacity as such Co-Trustee and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said Irrevocable Trust.

Given under my hand and official seal on this the 17<sup>th</sup> day of January, 2017.



Notary Public

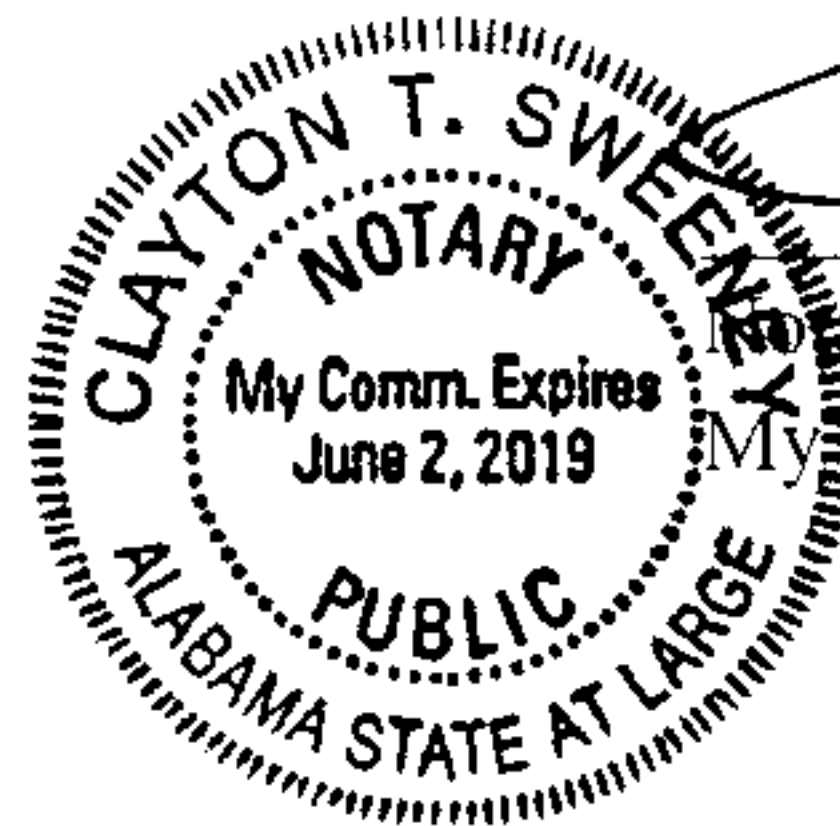
My Commission Expires:

6-2-2019

STATE OF ALABAMA  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Danny Franklin Acton, whose name as Co-Trustee of the Mark H. Acton, Jr. Irrevocable Trust, dated November 3, 1988, 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, in his capacity as such Co-Trustee and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said Irrevocable Trust.

Given under my hand and official seal on this the 17<sup>th</sup> day of January, 2017.



Notary Public

My Commission Expires:

6-2-2019

ADDRESS OF GRANTOR:

3344 Shallowford Circle  
Vestavia Hills, Alabama 35216

ADDRESS OF GRANTEE:

D.R. Horton, Inc. – Birmingham  
2188 Parkway Lake Drive  
Hoover, Alabama 35244



20170113000019020 4/6 \$52.50  
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### **Exhibit A**

1. All taxes for the year 2017 and subsequent years, not yet due and payable.
2. Such state of facts as shown on recorded subdivision plat, as applicable.
3. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
4. Building line(s), easement(s) and restrictions as shown by the recorded plat in Map Book 41, page 90.
5. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20041008000557170, in the Probate Office of Shelby County, Alabama.
6. Grant of Land Easement with Restrictive Covenants recorded in Instrument 20100318000080100, in the Probate Office of Shelby County, Alabama.
7. Articles of Incorporation of Kinsale Homeowner's Association, Inc., recorded in Instrument 20100729000242060, in the Probate Office of Shelby County, Alabama.



20170113000019020 5/6 \$52.50  
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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	Mark H. Acton, Jr. Irrevocable Trust	Grantee's Name	D.R. Horton, Inc. - Birmingham
Mailing Address	3344 Shallowford Circle Vestavia Hills, AL 35216	Mailing Address	2188 Parkway Lake Drive Hoover, AL 35244
Property Address	Lot 34 Kinsale Gardens Subdivision Calera, Alabama	Date of Sale	January 12, 2017
		Total Purchase Price	\$21,500.00
		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

  
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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 January 12, 2017

Douglas Lee Acton, Donald Mark Acton and Danny  
Print Franklin Acton, as Co-Trustees of the Mark H. Acton, Jr.  
Irrevocable Trust, dated November 3, 1988

Unattested  
(verified by)

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