

This Instrument was Prepared by:  
Shannon E. Price, Esq.  
Kudulis, Relsinger & Price, LLC  
P.O. Box 653  
Birmingham, AL 35201

Send Tax Notice To: Emmett Cooper  
Mayo Lea Cooper  
1140 Berwick Road  
Birmingham, AL 35242

20170419000132440  
04/19/2017 11:21:24 AM  
DEEDS 1/3

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

State of Alabama

Shelby County

) Know All Men by These Presents:

That in consideration of the sum of One Hundred Ninety Thousand Dollars and No Cents (\$190,000.00), the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor or Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, Joshua Hamner and Haley Hamner, husband and wife, whose mailing address is 7910 Chelle Road, Pensacola, FL 32526 (herein referred to as Grantors), do grant, bargain, sell and convey unto Emmett Cooper and Mayo Lea Cooper, whose mailing address is 1140 Berwick Road, Birmingham, AL 35242 (herein referred to as Grantees), for and during their joint lives as tenants and upon the death of either of them then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby, County, Alabama, the address of which is 2028 Chelsea Park Bend, Chelsea, AL 35043; to wit;

LOT 2-1, ACCORDING TO THE PLAT OF CHELSEA PARK 2ND SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 22, IN THE OFFICE OF THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA PARK, A RESIDENTIAL SUBDIVISION, EXECUTED BY THE GRANTOR AND FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHELSEA PARK 2ND SECTOR EXECUTED BY GRANTOR AND CHELSEA PARK RESIDENTIAL ASSOCIATION, INC., AND RECORDED AS INSTRUMENT NO. 20041014000566960 (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

\$152,000.00 of the Purchase Price is being paid by a Mortgage being recorded simultaneously herewith.

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

**Subject to:**

All taxes for the year 2017 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 34, Page 22.

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 34, Page 22.

Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision filed in Instrument #20041014000566950.

Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book Instrument #20041014000566960 in the Probate Office of Shelby County, Alabama.

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

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 persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 12<sup>th</sup> day of April, 2017.

[Signature]  
Joshua Hamner  
[Signature]  
Haley Hamner

State of Florida  
Escambia County } General Acknowledgment

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Joshua Hamner and Haley Hamner, husband and wife 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of April, 2017

[Signature]  
Notary Public, State of ~~Alabama~~ FLORIDA  
the undersigned authority  
Printed Name of Notary  
My Commission Expires: 02/12/2021



20170419000132440 04/19/2017 11:21:24 AM DEEDS 3/3  
 Real Estate Sales Validation Form

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

|                  |   |                         |   |
|------------------|---|-------------------------|---|
| Grantor's Name   | Joshua Hamner<br>Haley Hamner               | Grantee's Name          | Emmett Cooper<br>Mayo Lea Cooper          |
| Mailing Address  | 7910 Chellie Road<br>Pensacola, FL 32526    | Mailing Address         | 1140 Berwick Road<br>Birmingham, AL 35242 |
| Property Address | 2028 Chelsea Park Bend<br>Chelsea, AL 35043 | Date of Sale            | April 13, 2017                            |
|                  |   | Total Purchase Price    | \$190,000.00                              |
|                  |   | 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.

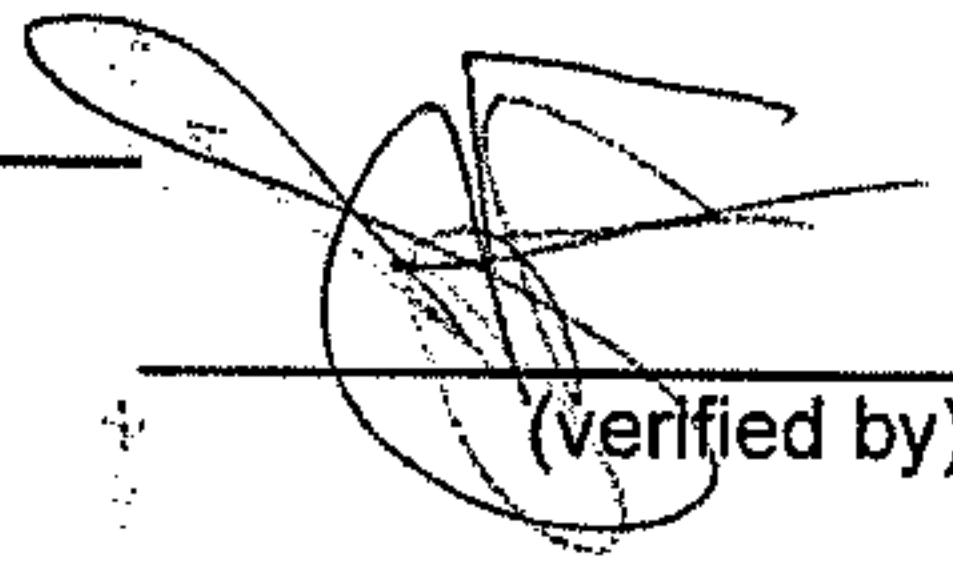
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

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 April 17, 2017

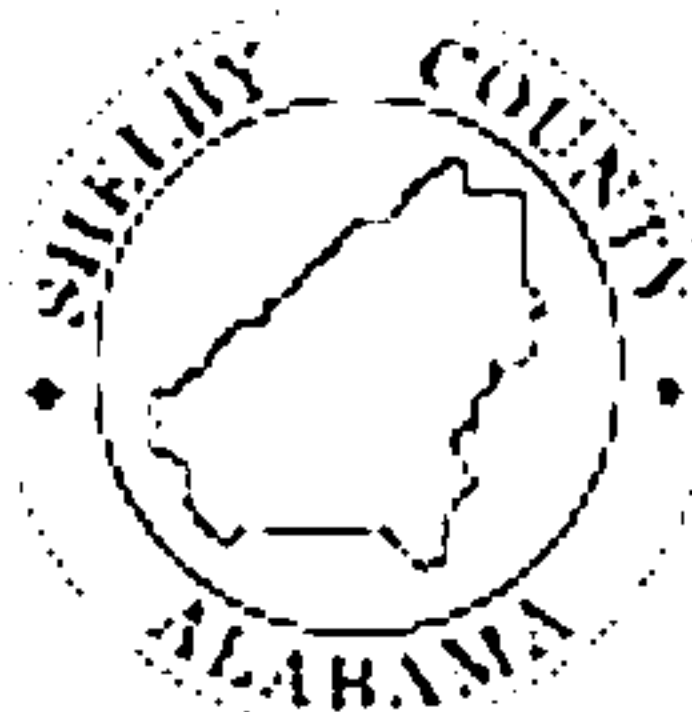
Unattested

  
(verified by)

Print Joshua Hamner

Sign   
(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  
 04/19/2017 11:21:24 AM  
 \$59.00 CHERRY  
 20170419000132440

