

NOTE: ALL OF THE PURCHASE PRICE RECEIVED WAS PAID FROM A FIRST PURCHASE MONEY MORTGAGE LOAN OF \$ 362,297.00 CLOSED SIMULTANEOUSLY HEREWITH.

**Mail Tax Notice To:**

Mr. & Andrew T. Noto  
4607 Cotswold Lane  
Birmingham, AL 35242

**This instrument was prepared by:**

Michael M. Partain, Esq.  
Attorney at Law  
Michael M. Partain, LLC  
301 Nineteenth Street North, Suite 501  
Birmingham, Alabama 35203

**Upon recording this instrument  
should be returned to:**

Mr. & Mrs. Andrew T. Noto  
4607 Cotswold Lane  
Birmingham, AL 35242

**20170508000158440**  
**05/08/2017 11:45:34 AM**  
**DEEDS 1/6**

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to **EMBASSY HOMES, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **ANDREW T. NOTO**, and wife, **KRISTINA P. NOTO**, adult persons (collectively, the "Grantees"), the receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell, and convey unto the Grantees for and during their joint lives as joint 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, that certain parcel of real estate, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, being more fully described on **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Property").

The Property is conveyed subject to the following (collectively, the "Permitted Encumbrances"):

1. Real estate ad valorem taxes due and payable October 1, 2017, and subsequent years and any other taxes, charges, or assessments of the levying jurisdictions.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All easements, restrictions, reservations, rights-of-way and other matters of public record affecting any portion of the Property.

4. Declaration of Protective Covenants for Heatherwood Homeowners Association, Inc. as recorded in Instrument No. 20030411000221760 in the Probate Office of Shelby County, Alabama, as amended.
5. All of those matters described in **EXHIBIT B** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** to the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the Grantor does for itself and for its successors and assigns, covenant with the Grantees, Grantees' successors and assigns, that it is seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor (but not otherwise) and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, against which Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the 2<sup>nd</sup>  
day of May, 2017.

Grantor:

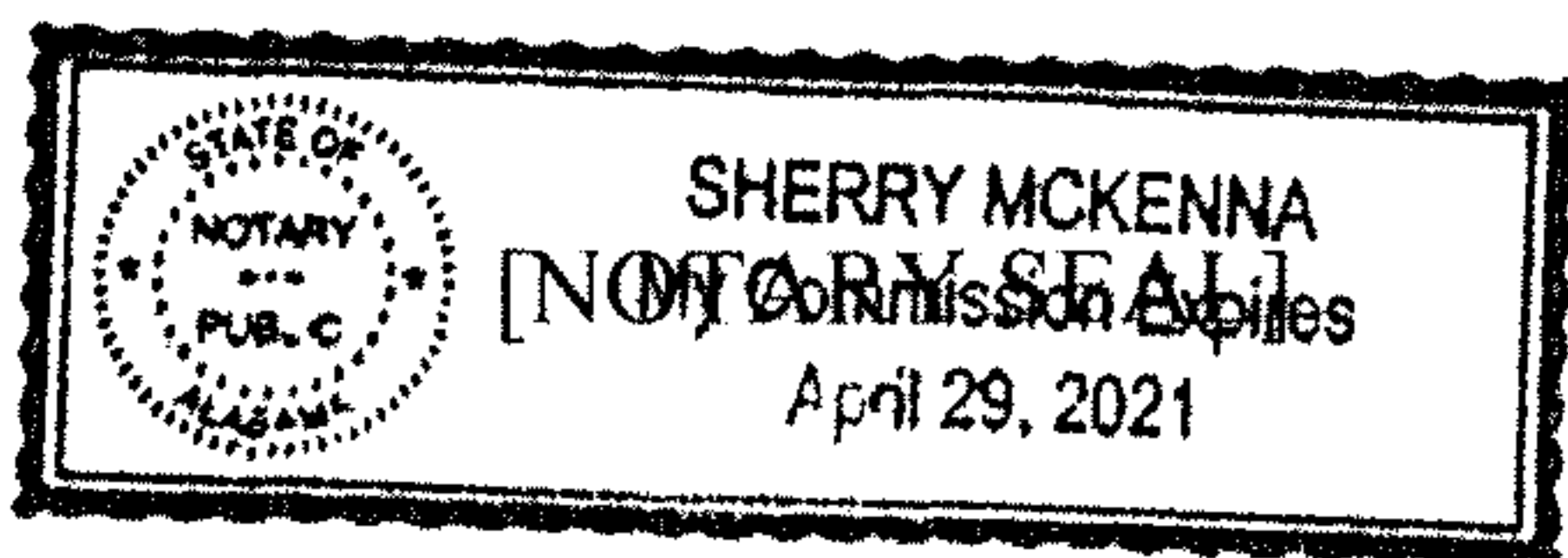
EMBASSY HOMES, LLC

By: [Signature]  
Clark Parker  
Its: Manager

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Clark Parker, whose name as Manager of **Embassy Homes, LLC**, an Alabama limited liability company, is signed to the foregoing Confidential Settlement and Release Agreement, and who is known to me acknowledged before me on this day that, being informed of the contents of the foregoing, he, as such Manager and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 2<sup>nd</sup> day of May, 2017.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: April 29, 2021



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**EXHIBIT A**

**Legal Description**

Lot 2, according to the Survey of Cobb Addition to Heatherwood, as recorded in Map Book 47, Page 68, in the Probate Office of Shelby County, Alabama.

**Permitted Encumbrances**

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
2. 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, limestone, and gravel in, on, and under the Property.
3. Subject to any rights of lessees to enter the premises, for the exploration, extraction and mining of any minerals, oils or gases by virtue of existing lease agreements and in accordance with the terms of such existing lease agreements.
4. Subject to rights of other parties, the United States of America and the State of Alabama in and to all artificially filled lands or lands lying below the ordinary high water mark within the boundary of any creek, stream or river, together with littoral or riparian rights affecting the same over the Property.
5. All matters shown on recorded subdivision plat.



# Real Estate Sales Validation Form

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

Grantor's Name Embassy Homes, LLC  
Mailing Address 5406 Highway 280 East, Suite C-101  
Birmingham, AL 35242

Grantee's Name Mr. & Mrs. Andrew T. Noto  
Mailing Address 4607 Cotswold Lane  
Birmingham, AL 35242

Property Address See Exhibit A of deed attached hereto.  
782 Heatherwood Dr  
Hoover, AL 35244

Date of Sale May 2, 2017  
Total Purchase Price \$ 403,000.00  
or  
Actual Value \$

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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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☒ 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 5/2/17

Print Clark Parker

Unattested

JP

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/08/2017 11:45:34 AM  
\$71.00 CHERRY  
20170508000158440

Print Form

Form RT-1