

This Instrument was Prepared by:

Send Tax Notice To: Virginia Ann Jernigan

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

4119 Dun Haven Rd  
Dallas, TX 75220

20170719000257120  
07/19/2017 07:59:48 AM  
DEEDS 1/3

## WARRANTY DEED

State of Alabama

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Ten Dollars and No Cents (\$10.00)**, 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, **W. C. Jernigan, an unmarried man, whose mailing address is 5 Turnberry Place, Shoal Creek, AL 35242** (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Virginia Ann Jernigan, whose mailing address is 71 Hawthorn Street, Birmingham AL 35242** (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, **the address of which is 71 Hawthorn Street, Birmingham, AL 35242**; to wit;

LOT 9-16, BLOCK 9, ACCORDING TO THE FINAL PLAT FOR THE PRIVATE, MIXED-USE, TRADITIONAL NEIGHBORHOOD DEVELOPMENT SUBDIVISION OF MT. LAUREL- PHASE IA, AS RECORDED IN MAP BOOK 27, PAGE 72 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**Property may be subject to all covenants, restrictions, 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 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 and 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 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").

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.

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.

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);

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.

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;

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.

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 21 day of June, 2017

W. C. Jernigan  
W. C. Jernigan

State of Alabama  
Jefferson County

} General Acknowledgment

I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that W. C. Jernigan, 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 21 day of June, 2017

William Patrick Cockrell, II  
Notary Public, State of Alabama  
the undersigned authority  
Printed Name of Notary  
My Commission Expires: 1/9/2021

WILLIAM PATRICK COCKRELL, II  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 9, 2021



## Real Estate Sales Validation Form

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

Grantor's Name <u>W.C. Jernigan</u> Mailing Address <u>5 Turnberry Place</u> <u>Shoal Creek, AL 35242</u> Property Address <u>71 Hawthorn Street</u> <u>Birmingham, AL 35242</u>	Grantee's Name <u>Virginia Ann Jernigan</u> Mailing Address <u>4119 DunHaven Road</u> <u>Dallas, TX 75220</u> Date of Sale <u>July 18, 2017</u> Total Purchase Price: _____ or Actual Value _____ or Assessor's Market Value <u>\$317,000.00</u>
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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"/> Sales Contract <input type="checkbox"/> Closing Statement	<input type="checkbox"/> Appraisal <input checked="" type="checkbox"/> Other Assessor's Market Value
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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 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 July 13, 2017

Unattested

  
 \_\_\_\_\_  
 (verified by)

Print Jamie Powell

Sign Jamie Powell  
 (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  
 07/19/2017 07:59:48 AM  
 \$338.00 CHERRY  
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