

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

Send Tax Notice To: Jonathan A. Whiten
Lisa M. Whiten
4208 Hickory Hills Circle
Meridian, MS 39305-2442

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama

20171026000388050

} Know All Men by These Presents:

10/26/2017 11:42:20 AM

Shelby County

DEEDS 1/3

That in consideration of the sum of **One Hundred Ninety Nine Thousand Dollars and No Cents (\$199,000.00)**, 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, **Timothy C. Madden and Tammy G. Madden, husband and wife, whose mailing address is 5181 Weatherford Drive, Birmingham, AL 35242** (herein referred to as Grantors), do grant, bargain, sell and convey unto **Jonathan A. Whiten and Lisa M. Whiten, whose mailing address is 4208 Hickory Hills Circle, Meridian, MS 39305-2442** (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 425 Forest Lakes Drive, Sterrett, AL 35147**; to wit;

LOT 176 ACCORDING TO THE SURVEY OF FOREST LAKES SUBDIVISION 3RD SECTOR 2ND PHASE AS RECORDED IN MAP BOOK 32, PAGE 26 A AND B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$134,900.00 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 2018 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 32, Page 26 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 32, Page 26 A & B.

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 #20131006000671360, 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 25th day of October,

2017.

Timothy C. Madden
Timothy C. Madden

Tammy G. Madden
Tammy G. Madden

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 Timothy C. Madden and Tammy G. Madden, 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 25th day of October, 2017.

Benjamin Vinson Blackery
Notary Public, State of Alabama
the undersigned authority
Printed Name of Notary
My Commission Expires: 3-9-20



Real Estate Sales Validation Form

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

Grantor's Name Timothy C. Madden
Tammy G. Madden
 Mailing Address 5181 Weatherford Drive
Birmingham, AL 35242

Grantee's Name Jonathan A. Whiten
Lisa M. Whiten
 Mailing Address 4208 Hickory Hills Circle
Meridian, MS 39305-2442

Property Address 425 Forest Lakes Drive
Sterrett, AL 35147

Date of Sale October 25, 2017
 Total Purchase Price \$199,000.00

or
 Actual Value _____

20171026000388050 10/26/2017 11:42:20 AM DEEDS 3/3 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 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 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 October 25, 2017

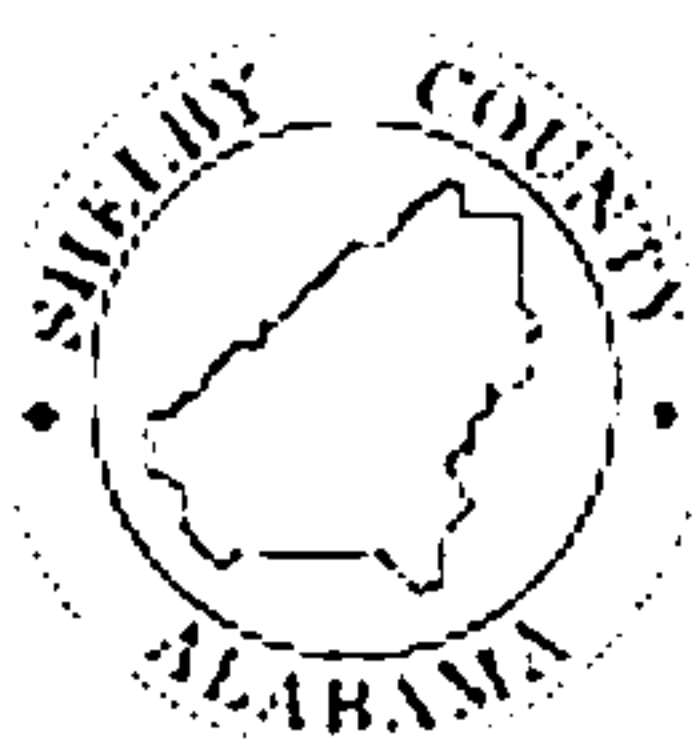
Print Timothy C. Madden

Unattested


 (verified by)

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
 10/26/2017 11:42:20 AM
 \$85.50 CHERRY
 20171026000388050

