

This Instrument was Prepared by:

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

Send Tax Notice To: Linnie Gail Bailey
195 Sheffield Lane
Birmingham, AL 35242

20180103000002710
01/03/2018 01:12:03 PM
DEEDS 1/7

WARRANTY DEED

State of Alabama

} Know All Men by These Presents:

Shelby County

That in consideration of the sum of **Three Hundred Seventy Five Thousand Dollars and No Cents (\$375,000.00)**, 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, **Susan E. Johnson, Administrator of the Estate of Constance Leigh Woolweaver, deceased, Case No. PR2017-000055, whose mailing address is 5852 Longview Lane, Trussville, AL 35173** (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Linnie Gail Bailey, whose mailing address is 195 Sheffield Lane, 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 **195 Sheffield Lane, Birmingham, AL 35242**; to wit;

LOT 2220, ACCORDING TO THE SURVEY OF A PRIVATE SUBDIVISION FOR SINGLE FAMILY RESIDENCE, HIGHLAND LAKES, 22ND SECTOR, PHASE I, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 33, PAGE 79 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE 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.

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 33, Page 79 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.

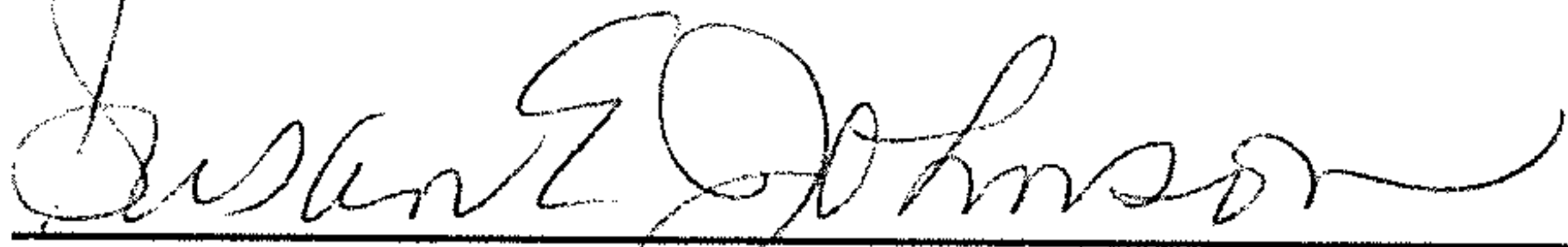
Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 33, Page 79 A & B.

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 #20040823000471390, in the Probate Office of Shelby County, Alabama.

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 28th day of December, 2017.



Susan E. Johnson, Administrator of the Estate of
Constance Leigh Woolweaver, deceased, Case No.
PR2017-000055

State of Alabama

} General Acknowledgment

Jefferson County

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Susan E. Johnson, whose name is signed as Administrator of the Estate of Constance Leigh Woolweaver, deceased, Probate Case #PR2017-000055, who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Executor or Executrix, and with full authority, executed the same voluntarily on the date the same bears date.
Given under my hand and seal on December 28, 2017.



Notary Public

My commission expires: 1/9/2021

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

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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	Susan E. Johnson, Administrator of the Estate of Constance Leigh Woolweaver, deceased, Case No. PR2017-000055	Grantee's Name	Linnie Gail Bailey
Mailing Address	5852 Longview Lane Trussville, AL 35173	Mailing Address	195 Sheffield Lane Birmingham, AL 35242
Property Address	195 Sheffield Lane Birmingham, AL 35242	Date of Sale	December 28, 2017
		Total Purchase Price	\$375,000.00
		or	
		Actual Value	
		or	
		Assessor's Market Value	

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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"/> 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.


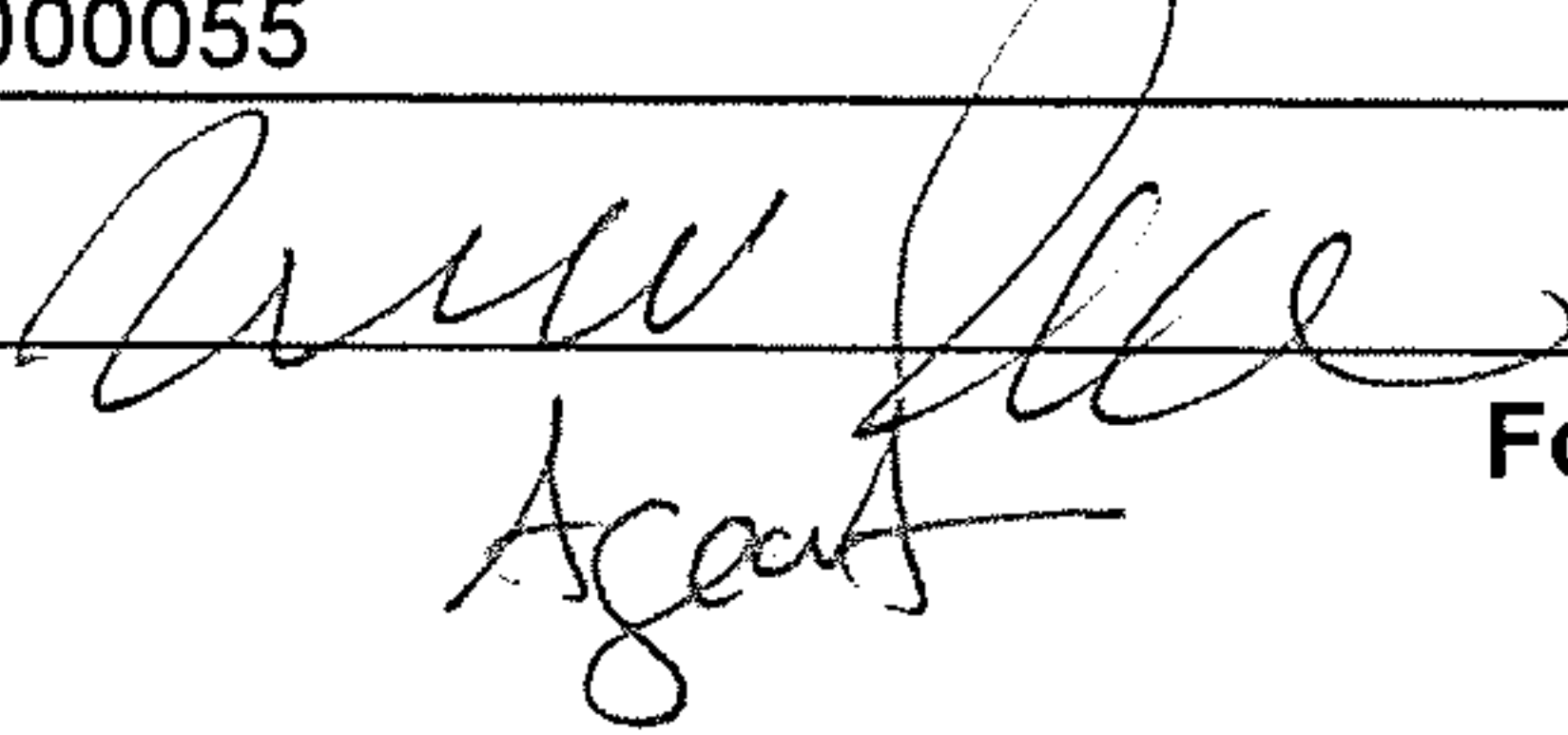
Date of Sale - the date on which interest to the property was conveyed.

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	December 28, 2017	Print	<u>William Pate Cochran</u> Susan E. Johnson, Administrator of the Estate of Constance Leigh Woolweaver, deceased, Case No. PR2017-000055
<input type="checkbox"/> Unattested		Sign	 Agent

IN THE MATTER OF THE ESTATE OF)	IN THE PROBATE COURT
)	
CONSTANCE LEIGH)	OF SHELBY COUNTY, ALABAMA
WOOLWEAVER, deceased.)	
)	CASE NO. PR-2017-000055
Also known as Constance Overstreet)	
Woolweaver, Connie Overstreet)	
Woolweaver, Connie Woolweaver,)	
Constance Overstreet Russell, and/or)	
Connie Overstreet Russell.)	

ORDER ON
PETITION FOR SALE OF REAL PROPERTY TO PAY DEBTS

This cause came before the Court upon the Petition for Sale of Real Property to Pay Debts (the "Petition") filed by SUSAN JOHNSON (the "Administrator") of the Estate of CONSTANCE OVERSTREET WOOLWEAVER, deceased (the "Decedent," or the "Estate," as appropriate).

Submitted with the Petition were Waivers of Notice and Consents to Relief Sought in Petition for Sale of Real Property to Pay Debts (collectively, the "Waivers/Consents") from each of the following parties in interest to this Estate proceeding: LYNN WOOLWEAVER ("Ms. Woolweaver"), as Successor Conservator and Co-Guardian for CHANDLER DAVIS WOOLWEAVER ("Chandler"), one of the two (2) minor children of the Decedent; JOHN McCURDY ("Mr. McCurdy"), as Co-Guardian for Chandler; P. SHAWN RUMSEY ("Attorney Rumsey"), as the Court-appointed Guardian *ad litem* for Chandler; BRIAN RUSSELL ("Mr. Russell"), as the father and custodial parent of KATE ASHTON RUSSELL ("Kate Ashton"), the other minor child of the Decedent; ANN S. DERZIS ("Attorney Derzis"), as the Court-appointed Guardian *ad litem* for Kate Ashton; and J. SCOTT DICKENS ("Attorney Dickens"), the attorney

of record for THE OHIO CASUALTY INSURANCE COMPANY ("Ohio Casualty"), which is a claimant of the Estate.

The Court has reviewed the Petition and the *Exhibit A* thereto, specifically that certain sales contract (the "Sales Contract") executed by LINNIE GAIL BAILEY (the "Purchaser") offering an aggregate sale price of \$375,000.00 to purchase the Decedent's real property located at 195 Sheffield Lane, Birmingham, Alabama, 35242, in Shelby County (the "House"), subject to the terms and conditions set out in the Sales Contract.

The Court has considered the Petition and the Sales Contract, along with the other pleadings of record in the file. The Court is satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner(s) herein, and all interested parties have consented or have received proper notice to such sale.

Based on the foregoing, the Court finds that the Petition is due to be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The House, more particularly described as Lot 2220 according to the Survey of Private Subdivision for Single Family Residences, Highland Lakes, 22nd Sector, Phase I, an Eddleman Community, as recorded in Map Book 33, Pages 79 A & B, in the Office of the Judge of Probate of Shelby County, Alabama, shall be sold to the Purchaser for the sum of \$375,000 pursuant to the Sales Contract. Such transaction shall be subject to the various terms and conditions of sale as set forth in the Sales Contract.

2. The Administrator is hereby authorized and directed to execute the Sales Contract, as well as any and all documents necessary to proceed with a closing of the sale of the House to the Purchaser, including, but not limited to, settlement statement(s) and appropriate deed(s) or other conveyancing instrument(s).

3. The Court is advised that the House is encumbered by certain mortgage debt that will be paid from the gross proceeds of the sale of the House to the Purchaser in order to satisfy that indebtedness. Further, the Sale Contract provides that certain expenses will be paid from the gross proceeds of the sale of the House, including an amount of realtor's commission(s), title insurance, recording fees, and other appropriate closing costs.

4. After the payment of all such closing costs by the closing agent selected by the Purchaser, the remaining net sale proceeds will be paid to the Clerk of the Probate Court by the said closing agent, and such amount shall be held by the Clerk of the Probate Court until final settlement of the Decedent's Estate or until such other order(s) of the Court may direct. So long as the closing agent pays the net proceeds to the Probate Court as stated herein, the said closing agent shall have no liability to any next-of-kin or his/her parent or representative, any creditor or claimant, or any other party in interest to this Estate in connection with the delivery of such net sale proceeds to the Probate Court. There are a number of claims filed against the Estate, which are in dispute. Any interest by a claim holder shall be a lien on the net proceeds of the sale, after satisfaction of recorded liens and expenses of closing, and shall not encumber the real estate.

5. Within thirty (30) days of the closing of the House, the Administrator shall file a report of such sale with the Court, which report shall lie over for the appropriate period of time in which any party in interest to the Estate may file objection(s) thereto.

6. Costs of court including a Guardian ad Litem fee of \$700.00 to P. Shawn Rumsey, Esq. and a Guardian ad Litem fee of \$700.00 to Ann S. Derzis, Esq. are hereby taxed to the Estate of Constance Leigh Woolweaver.

DONE AND ORDERED this 27th day of December, 2017.


Hon. JAMES W. FUHRMEISTER, Probate Judge

cc:

Tanya K. Shunnara, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

Gregory D. Harrelson, Esquire
101 Riverchase Parkway East
Birmingham, AL 35244

P. Shawn Rumsey, Esquire
Guardian *ad litem* for Chandler Davis Woolweaver, a minor
P. O. Box 240
Chelsea, AL 35043-0240

Thomas L. Selden, Esquire
J. Scott Dickens, Esquire
Attorney for Ohio Casualty Company
STARNES DAVIS FLORIE, LLP
P. O. Box 598512
Birmingham, AL 35259-8512

Ann S. Derzis, Esquire
Guardian *ad litem* for Kate Ashton Russell, a minor
2450 Valleydale Road
Birmingham, AL 35242

Ramona J. Morrison, Esquire
Attorney for Brian Russell, father of Kate Ashton Russell
P. O. Box 278
Columbiana, AL 35051

ENTERED AND FILED

DEC 27 2017

KIMBERLY MELTON CHIEF CLERK
PROBATE COURT
SHELBY COUNTY ALABAMA



