

SEND TAX NOTICE TO:

Jason Timothy White and Susan White
166 Lorrin Lane
Sterrett, Alabama 35147

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

20180320000090830
03/20/2018 09:14:31 AM
DEEDS 1/3

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **Four Hundred Six Thousand dollars & no cents (\$406,000.)**
To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,
Patsy L. Smitherman, an unmarried woman (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto
Jason Timothy White, and Susan White (herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the
following described real estate, situated in **Shelby County, Alabama**, to-wit:

LOT 16-31, BLOCK 16, ACCORDING TO THE SURVEY OF MT. LAUREL, PHASE III, AS RECORDED IN
MAP BOOK 34, PAGE 137 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA.

Subject to: (1) Taxes for the year 2018 and subsequent years (2) Easements, Restrictions, reservations, rights-of-way, limitations, covenants
and conditions of record, if any (3) Mineral and mining rights, if any.

\$206,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

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.

Easements, or claims of easements, 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.

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 or listed in Schedule B. The
Company makes no representation as to the present ownership of any such interests. There may be leases, grants,
exceptions or reservations of interests that are not listed.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Plat/Map Book 34,
Page 137.

All easements, restrictions, 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 and Instrument #20130710000281300 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 as 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"). Capitalized terms not otherwise expressly defined herein shall have the same meanings
given to them in the Declaration.

The Mt. Laurel Rules and Regulations, as defined in the Declaration, which are available from th 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 Declarations, and the Mt. Laurel Design Code, as defined in the Declaration (collectively,
the "Mt. Laurel Documents") and Grantee agrees to be bound by all of the terms and provisions of the Mt. Laurel
Documents;

WARRANTY DEED, JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP

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 Grantee);

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 Grantee), 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 Grantee) will be a memb 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 o the Property and if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration.

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 the parties to this conveyance, that (unless the joint tenancy hereby created is severed 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, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), this **March 16, 2018**.

Patsy L. Smitherman By Shelley Smitherman Parks as Agent (Seal)
Patsy L. Smitherman, By: Shelley Smitherman Parks, as Agent

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Shelley Smitherman Parks whose name as Agent/Attorney in Fact for Patsy L. Smitherman, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Agent/Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date. Given under my hand and seal on March 16, 2018.

William Patrick Cockrell, II
Notary Public
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 filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)

Grantor's Name Patsy L. Smitherman, By: Shelley Smitherman Parks, as Agent

Grantee's Name Jason Timothy White and Susan White

Mailing Address 101 Elyton Street Birmingham, Alabama 35242

Mailing Address 166 Lorrin Lane Sterrett, Alabama 35147

Property Address 19 Nolen Street, Birmingham, Alabama 35242

Date of Sale 03/16/2018

Total Purchase Price \$406,000.00

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)

- Bill of Sale
Sales Contract
Closing Statement

- Appraisal
Other

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 proeprty, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraisaer of the assessor's curreny 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 responsibiliy of valuing proeprty 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 March 16, 2018 Parks, as Agent

Print Patsy L. Smitherman, By: Shelley Smitherman

Unattested

(verified by) [Signature]

Sign [Signature] (Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/20/2018 09:14:31 AM
\$221.00 CHERRY
20180320000090830

[Signature]