

THIS INSTRUMENT PREPARED BY:

Jeremy L. Retherford, Esq.
Balch & Bingham LLP
Post Office Box 306
Birmingham, Alabama 35201

SEND TAX NOTICE TO:

Terri L. Harrison
1305 Morning Sun Cir.
Bham. AL 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

)

KNOW ALL MEN BY THESE PRESENTS:

JEFFERSON COUNTY)

)

THAT FOR AND IN CONSIDERATION OF Ninety-Five Thousand Dollars (\$95,000.00) and other good and valuable consideration in hand paid to **CADENCE BANK, N.A.**, a national banking association (the "Grantor"), by **TERRI L. HARRISON** a married/unmarried woman (the "Grantee"), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto Grantee the real estate situated in Jefferson County, Alabama commonly referred to as 1305 Morning Sun Circle, Birmingham, Alabama 35242 and further described in **Exhibit "A"** (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT, HOWEVER, to the following:

1. Current ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.
7. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the

Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

8. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.
9. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
10. Grantor shall not be liable to the Grantees for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.
11. This conveyance is subject to the statutory right of redemption arising from the foreclosure sale evidenced by the mortgage foreclosure deed recorded as Instrument Number 20180425000138590 in the Office of the Judge of Probate of Jefferson County, Alabama.

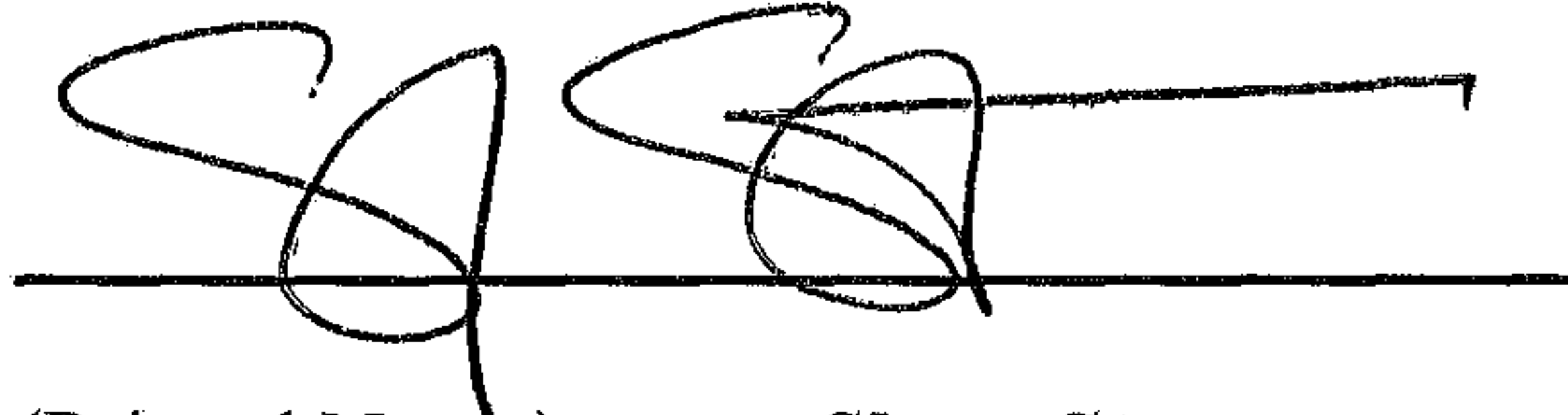
TO HAVE AND TO HOLD to the Grantees and Grantees' heirs, successors and assigns forever;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 12 day of SEPTEMBER, 2018.

[Signature page follows]

GRANTOR: CADENCE BANK, N.A.

By:



(Printed Name): **Sloan Stevens**

Its:

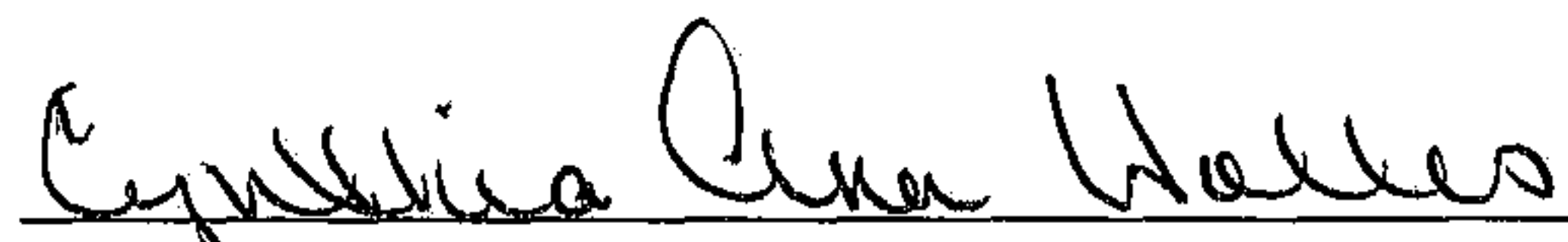
Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sloan Stevens, whose name as Vice President Cadence Bank, N.A., a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said institution.

Given under my hand this the 12th day of September, 2018.



Notary Public

My commission expires: 3-30-19

[NOTARIAL SEAL]

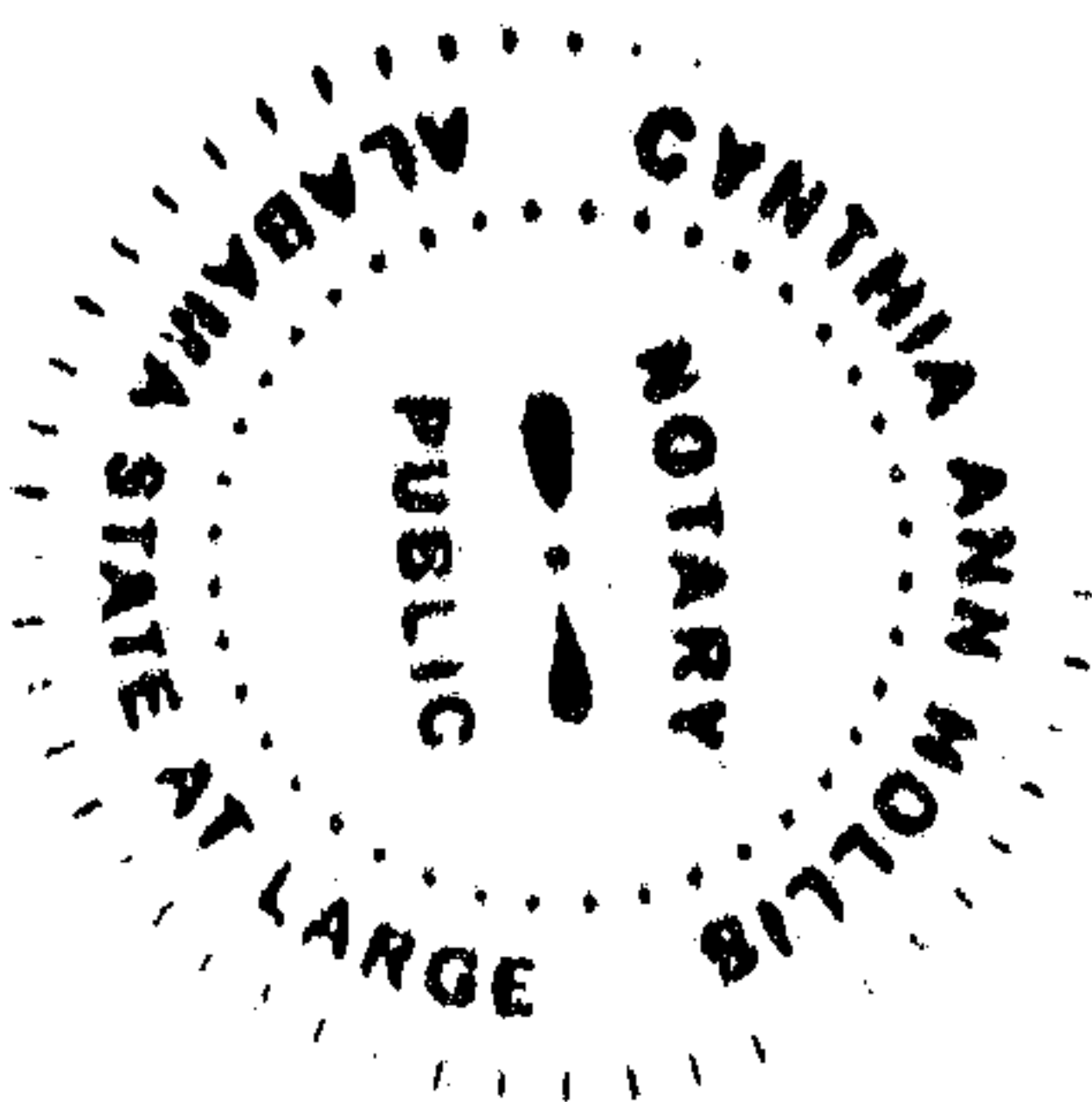


Exhibit "A"

Unit 1305, in Horizon, a Condominium, as established by that certain Declaration of Condominium of Horizon, a Condominium, which is recorded in Instrument 2001-40927, to which Declaration of Condominium a plan is attached as Exhibit "A" thereto, said Plan being filed for record in Map Book 28, Page 141 in the Probate Office of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of The Horizon Condominium Association, Inc. as attached as Exhibit "D", together with an undivided interest in the Common Elements assigned to said Unit, as shown in Exhibit "C" of said Declaration of Condominium of Horizon, a Condominium.

Real Estate Sales Validation Form

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

Grantor's Name Cadence Bank N.A. Grantee's Name Terri Harrison
 Mailing Address 2100 3rd Ave N. Mailing Address 1305 Morning Sun Cir
STE 1100 Bham, AL 35203 Bham, AL 35242

Property Address 1305 Morning Sun Cir. Date of Sale 9-12-18
Bham, AL 35242 Total Purchase Price \$ 95,000



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/13/2018 10:54:38 AM
 \$46.00 CHERRY
 20180913000329140

James G. Boyd

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 ☐ 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 9-12-18

Print James G. Boyd

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one