

This instrument was prepared by:

Joshua L. Hartman
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:

Earl Malcolm Simmons, III
Kelly McUmbler Simmons
110 Elyton Drive
Birmingham, AL 35242

CORPORATION FORM WARRANTY DEED - Joint Tenants with Right of Survivorship

STATE OF ALABAMA

COUNTY OF SHELBY

That in consideration of Six Hundred Eighty-Five Thousand and 00/100 (\$685,000.00) to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, **Town Builders Inc.**, an Alabama corporation, does hereby grant, bargain, sell and convey unto **Earl Malcolm Simmons, III** and **Kelly McUmbler Simmons**, as joint tenants with right of survivorship (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$411,000.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

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 said Grantor does for itself, its successors and assigns, covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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, the said Grantor, by its Vice President, Bryan Phillips, who is authorized to execute this conveyance, has hereto set its signature and seal this 9th day of October, 2018.

Town Builders Inc.

By: *Bryan Phillips*
Bryan Phillips, Vice President

STATE OF ALABAMA)

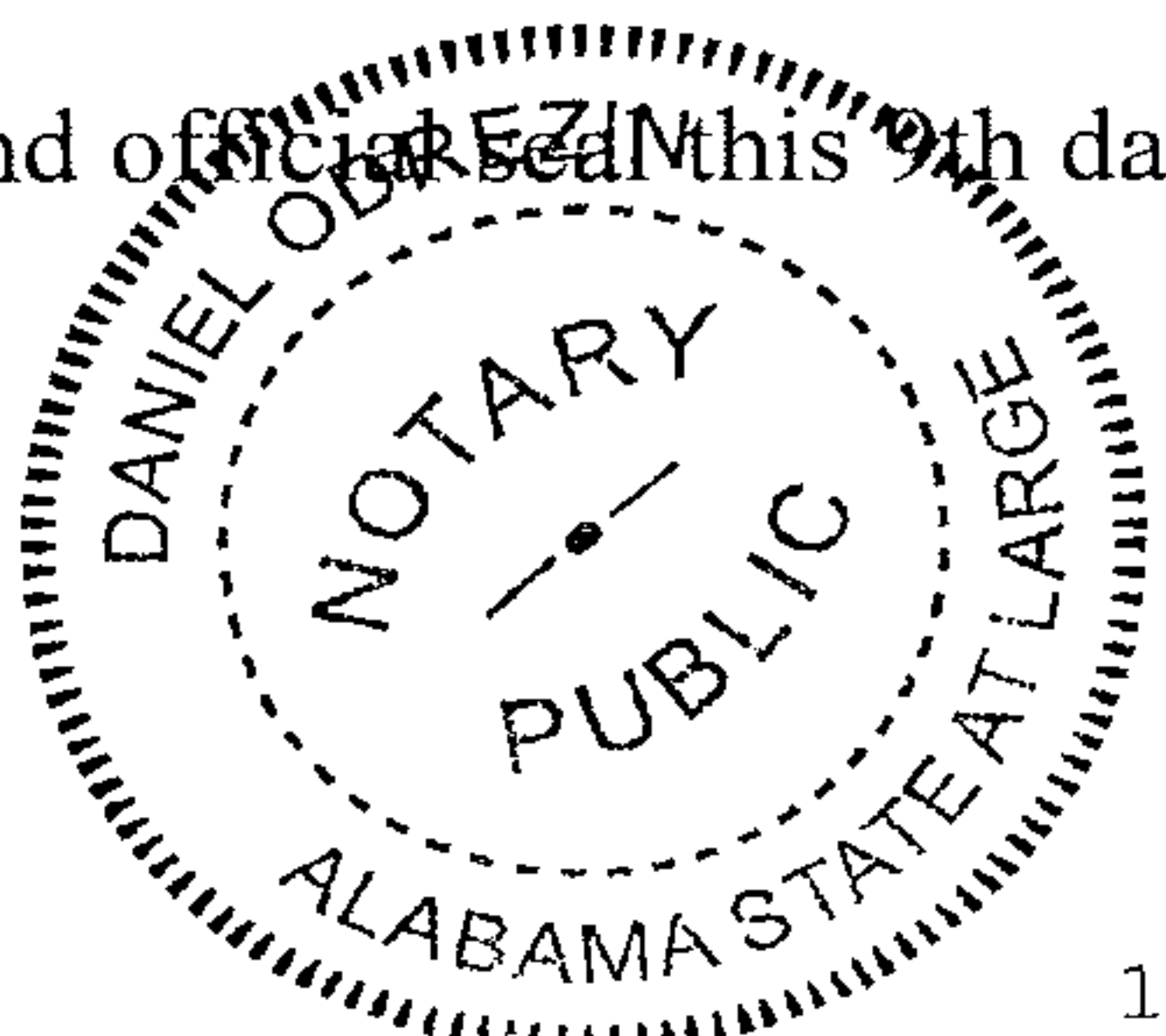
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryan Phillips, whose name as Vice President of Town Builders Inc., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 9th day of October, 2018.

My Commission Expires:

4/3/22



[Signature]
Notary Public

Exhibit "A"

Lot 21-01 according to the Survey of Mount Laurel – Phase III B, Sector 2, as recorded in Map Book 41, Page 44, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for the year 2018 and subsequent years;
2. Easement(s) and building line(s) as shown on recorded map;
3. All Easements, Rights of Way, Restrictions, Covenants, Conditions and Building Setback lines. as shown on recorded Map of Mt Laurel, Phase III B, Sector I, as recorded in Map Book 38, Page 26, in the Probate Office of Shelby County, Alabama;
4. Subject to charter, 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 Master Deed Restrictions recorded in Instrument No. 2000-35579; First amendment in Instrument No. 2000-36270; re-recorded in Instrument No. 2000-38859; Second amendment in Instrument No. 2000-38860; Third amendment in Instrument No. 2001-03681; Fourth amendment in Instrument No. 20030213-000091860; Fifth amendment in Instrument No. 20030327000184530; Sixth amendment in Instrument No. 20030327000184540; Seventh amendment in Instrument No. 20030527000327720; Eighth amendment in Instrument No. 20040413000191810; Ninth amendment in Instrument No. 20040623000340720; Tenth amendment in Instrument No. 20041015000569110; Eleventh amendment in Instrument No. 20050714000352130; Twelfth amendment in Instrument No. 20061219000616320; Thirteenth amendment in Instrument No. 20071022000487350; Fourteenth amendment in Instrument No. 20080718000289820; Fifteenth amendment in Instrument No. 20081219000470230; Sixteenth amendment in Instrument No. 20091117000427120; Seventeenth amendment in Instrument No. 20131021000415550; Eighteenth amendment in Instrument No. 20140113000012710 & Nineteenth amendment in Instrument No. 20151002000346530, & any amendments thereto, in Probate Office of Shelby County, Alabama;
5. Declaration of Charter, Easements, Covenants & Restrictions as set out in Instrument No. 200-35580;
6. Resolutions as set out in Instrument No. 20000113000015781 & Instrument No. 20150304000066370;
7. Restrictive covenants and Grant of Land Easement for Underground Facilities as set forth in Instrument No. 2004091000504440, in Probate Office of Shelby County, Alabama;
8. Covenant & Agreement for Water Service as set forth in Book 235, Page 611, in Probate Office of Shelby County, Alabama;
9. Ratification & Confirmation Agreement as set forth in Instrument No. 2000-41410, in Probate Office of Shelby County, Alabama;
10. Sewer Service Agreement as set forth in Instrument No. 1999-35429, in Probate Office of Shelby County, Alabama;
11. Memorandum of Sewer Service Agreement as set forth in Instrument No. 20121107000427740, in Probate Office of Shelby County, Alabama;
12. Grant of Land Easement to Marcus Cable Associates, LLC as set forth in Instrument No. 20101221000428650, in Probate Office of Shelby County, Alabama; and
13. Mt Laurel Town Center Covenants as set forth in Instrument No. 20030327000184510 First amendment in Instrument No. 20040623000340730 & Second amendment in Instrument No. 20070405000154820, in Probate Office of Shelby County, Alabama.

Real Estate Sales Validation Form

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

Grantor's Name Town Builders Inc.
Mailing Address 1 Mt Laurel Ave Birmingham, AL 35242
Grantee's Name Earl Malcolm Simmons, III Kelly McUmbler Simmons
Mailing Address 110 Elyton Drive Birmingham, AL 35242
Property Address 110 Elyton Drive Birmingham, AL 35242
Date of Sale October 9, 2018
Total Purchase Price or Actual Value \$685,000.00
or Assessor's Market Value \$



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/10/2018 12:36:06 PM
\$295.00 CHERRY
20181010000361110

Handwritten signature: Allen S. Bayl

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

- Bill of Sale
Sales Contract
Closing Statement (checked)
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 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 October 9, 2018

Print: Joshua L. Hartman

Unattested

Sign:

(verified by)

Handwritten signature and line with circled text: (Grantor/Grantee/Owner/Agent) circle one