20190604000191650 06/04/2019 11:31:06 AM DEEDS 1/3

This instrument was prepared by:

Joshua L. Hartman P. O. Box 846 Birmingham, Alabama 35201 Send Tax Notice To: Jimmy R. Calvert 68 Nolen Street Birmingham, AL 35242

# CORPORATION FORM STATUTORY WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

That in consideration of Five Hundred Fourteen Thousand Three Hundred Forty-four and no/100 (\$514,344.00) DOLLARS to the undersigned grantor in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, TOWN BUILDERS, INC., an Alabama corporation, does hereby grant, bargain, sell and convey unto JIMMY R. CALVERT, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$462,909.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

Grantor makes no warranties as to title to any minerals and/or mining rights and other rights, privileges and immunities relating thereto.

TO HAVE AND TO HOLD unto the said grantee, his heirs and assigns forever.

And the Grantor does hereby covenant with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

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 31<sup>st</sup> day of May, 2019.

TOWN BUILDERS, INC.

By: \_\_\_\_\_

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., a 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 31st day of May, 2019.

My Commission Expires: 04/03/22

Notary Public

#### EXHIBIT "A"

## LEGAL DESCRIPTION

Lot 22-15, according to the Survey of Mt. 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) Current taxes; (2) All Easements, Rights of Way, Restrictions, Covenants, Conditions and Building Setback lines as shown on recorded Map of Mt Laurel, Phase 3B, Sector 2, as recorded in Map Book 41, Page 44, in the Probate Office of Shelby County, Alabama; (3) Subject to 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 and any amendments thereto in the Probate Office of Shelby County, Alabama; (4) Restrictive covenants and Grant of Land Easement for Underground Facilities in subdivision in favor of Alabama Power Company as set forth in Instrument No. 2004091000504440 in the Probate Office of Shelby County, Alabama; (5) Covenant and Agreement for Water Service as set forth in Book 235, Page 611, in the Probate Office of Shelby County, Alabama; (6) Ratification & Confirmation Agreement as set forth in Instrument No. 2000-41410, in Probate Office of Shelby County, Alabama; (7) Sewer Service Agreement between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set forth in Instrument No. 1999-35429, in Probate Office of Shelby County, Alabama; (8) Memorandum of Sewer Service Agreement as set forth in Instrument No. 20121107000427740 in Probate Office of Shelby County, Alabama; (9) Grant of Land Easement to Marcus Cable Associates, LLC as set forth in Instrument No. 20101221000428650 in the Probate Office of Shelby County, Alabama; (10) Mt Laurel Town Center Covenants as set forth Instrument No. 20030327000184510; First amendment in Instrument 20040623000340730 & Second Amendment in Instrument No. 20070405000154820 in the Probate Office of Shelby County, Alabama; (11) Ratification & Confirmation Agreement as set forth in Instrument No. 2000-41410, in the Probate Office of Shelby County, Alabama.

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#### Real Estate Sales Validation Form

This Docum	ent must be filed in accordance w	vith Code of Alab	ama 1975, Section 40-22	2-1	
Grantor's Name	EBSCO Development Company, Inc.				
Mailing Address	1 Mt. Laurel Ave. Birmingham, AL 35242				
Grantee's Name	Jimmy R. Calvert				
Mailing Address	68 Nolen Street Birmingham, AL 35242	Service Contract of the service of t	Filed and Recorded Official Public Records Judge of Probate, Shelby County Ala Clerk Shelby County, AL 06/04/2019 11:31:06 AM	abama, County	
Property Address	68 Nolen Street Birmingham, AL 35242	ABANA	\$72.50 CHARITY 20190604000191650	alli 5. Buyl	
Date of Sale	May 31, 2019				
Total Purchase Price or Actual Value or Assessor's Market Value	\$514,344.00 \$				
The purchase price or actual value  Bill of Sale  Sales Contract  Closing Statemer  If the conveyance document presents not required.	Appra Other nt	aisal			
Grantor's name and mailing address nailing address.	Instructs — provide the name of the perso		eying interest to property	and their current	
Grantee's name and mailing addre	ss – provide the name of the perso	n or persons to w	hom interest to property i	is being conveyed.	
Property address – the physical add					
Date of Sale – the date on which in	iterest to the property was convey	ed.			
Fotal Purchase price – the total among the for record.	ount paid for the purchase of the	property, both real	and personal, being con	veyed by the instrument	
Actual value — if the property is no netrument offered for record. This narket value.					
fine precided and the velv	10 must be determined the surren	t mating at a C.C.		. 1	

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 <u>Code of Alabama 1975</u> § 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 <u>Code of Alabama 1975</u> §40-22-1 (h).

Date May 31, 2019		Print:	Joshua L. Hartman
Unattested		Sign:	
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one