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DEEDS 1/9

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This document prepared by:  
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8940 Main Street  
Clarence, NY 14031  
716-634-3405

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## **WARRANTY DEED**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS DEED made and entered into on this 19<sup>th</sup> day of December, 2019, by and between **JEFFREY S. REASE and LESA HYMEL REASE, HUSBAND AND WIFE and EDNA M. REASE, AN UNMARRIED WOMAN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM,** whose address is 1009 FAIRFIELD LN., BIRMINGHAM, AL 35242 hereinafter referred to as Grantor(s) and **EDNA M. REASE, AN UNMARRIED WOMAN,** whose address is 1009 FAIRFIELD LN., BIRMINGHAM, AL 35242, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in SHELBY County, ALABAMA:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

PROPERTY COMMONLY KNOWN AS: 1009 FAIRFIELD LN., BIRMINGHAM, AL 35242

This conveyance is subject to easements, covenants, conditions, restrictions, reservations, and limitations of record, if any.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto the heirs, administrators, successors or assigns, of the Grantee, forever in fee simple.

WHEREAS, the above-described property is presently mortgaged to FAIRWAY INDEPENDENT MORTGAGE CORPORATION to secure the payment of an original obligation in the principal sum of \$135,000.00 contracted by the GRANTOR from the aforementioned mortgagee under the terms and conditions set forth in an instrument of mortgage, executed on 5/2/2017 and recorded under Instrument No.: 20170503000153630.

WHEREAS, the GRANTOR has offered to sell and the GRANTEE has agreed to buy the above-described parcels of land with all the improvements thereon for the total price of \$10.00 payable in the manner and form set forth hereinbelow:

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the said GRANTOR does hereby sell, transfer and convey, in a manner absolute and irrevocable, unto the GRANTEE, her heirs and assigns the real property above described together with all the improvements existing thereon, free and clear of all liens and encumbrances excepting the mortgagee as may be subsisting in favor of FAIRWAY INDEPENDENT MORTGAGE CORPORATION; and

The GRANTEE does hereby accept this sale and binds herself to assume as she hereby assumes the payment of the unpaid balance of the mortgage in indebtedness of the GRANTOR amounting to \$129,209.82 as of this date in favor of the aforementioned mortgagee and does hereby further agree to be bound by the precise terms and conditions therein contained.

The SELLER shall secure the approval of the Mortgagee to the assumption by the BUYER of the mortgages over the subject parcels of land.

GRANTOR(S) hereby covenant with and represent unto the said Grantee(s) and unto her/his/their successors or assigns, that he/she/they is/are lawfully seized in fee simple of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that he/she/they has/have a good and lawful right to sell and convey the same as aforesaid and that he/she/they will forever warrant and defend the title to same unto the said Grantee(s) and unto his/her/their successors or assigns, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

**\*\*This space intentionally left blank, signatures on the following pages\*\*.**

IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 19th day of December, 2019.

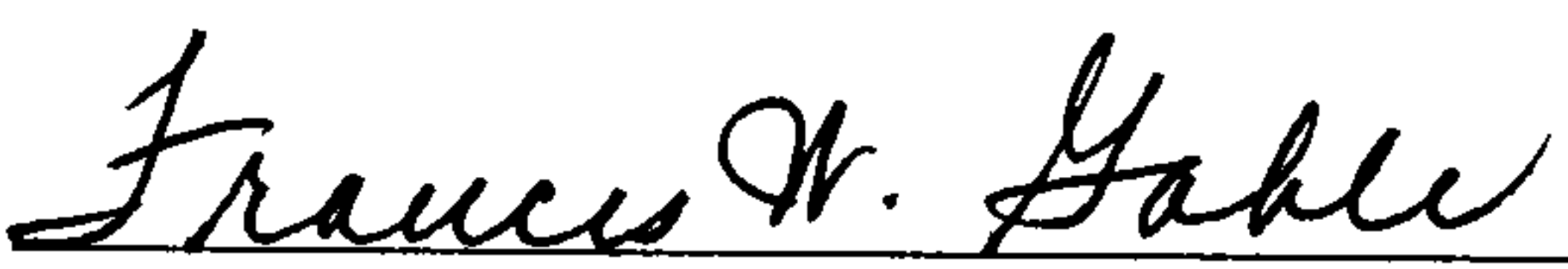
GRANTOR:

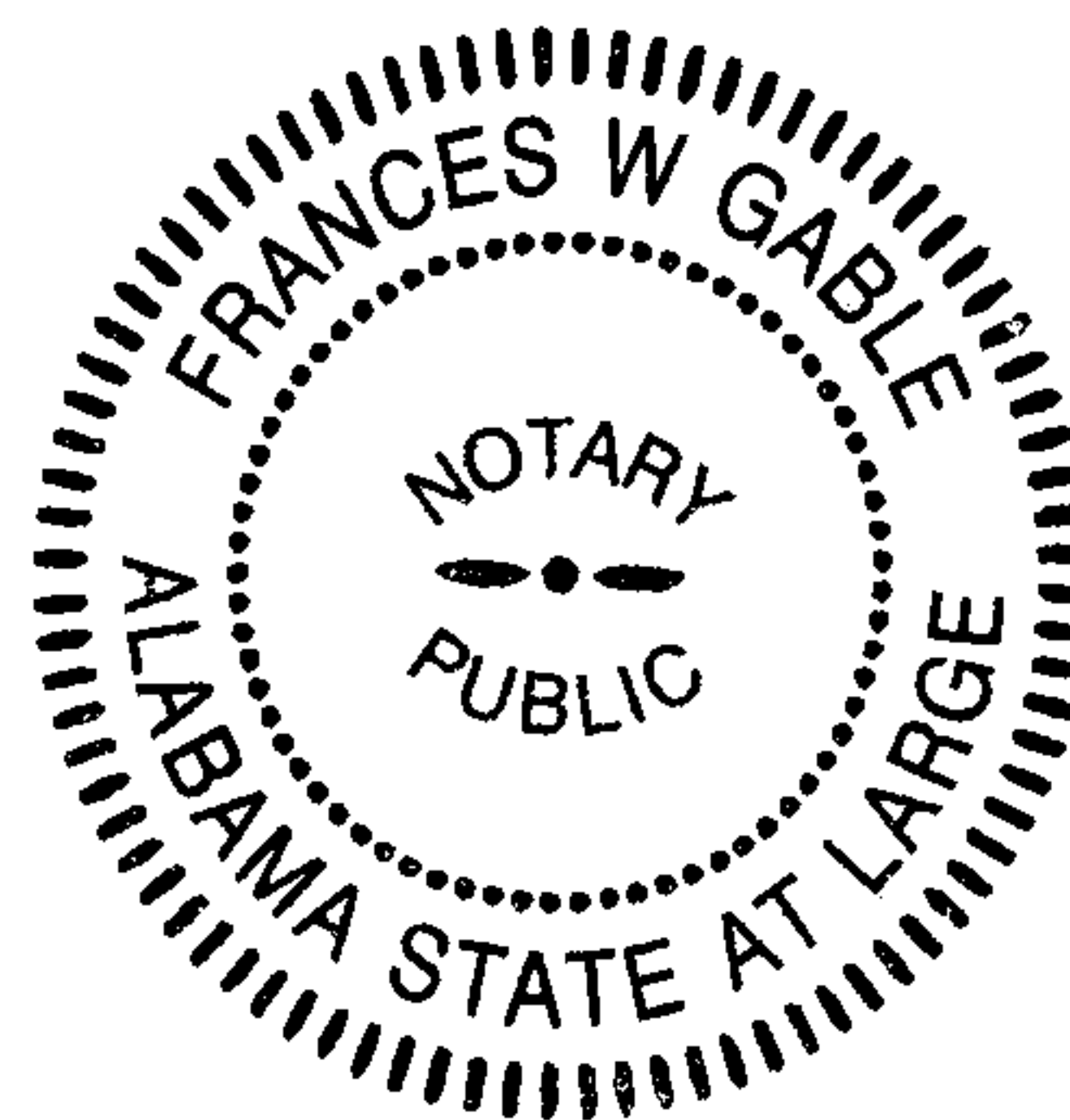
  
\_\_\_\_\_  
JEFFREY S. REASE

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **JEFFREY S. REASE**, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she/he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19th day of December, 2019.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: April 29, 2023



IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 19<sup>th</sup>  
day of December, 2019.

GRANTOR:

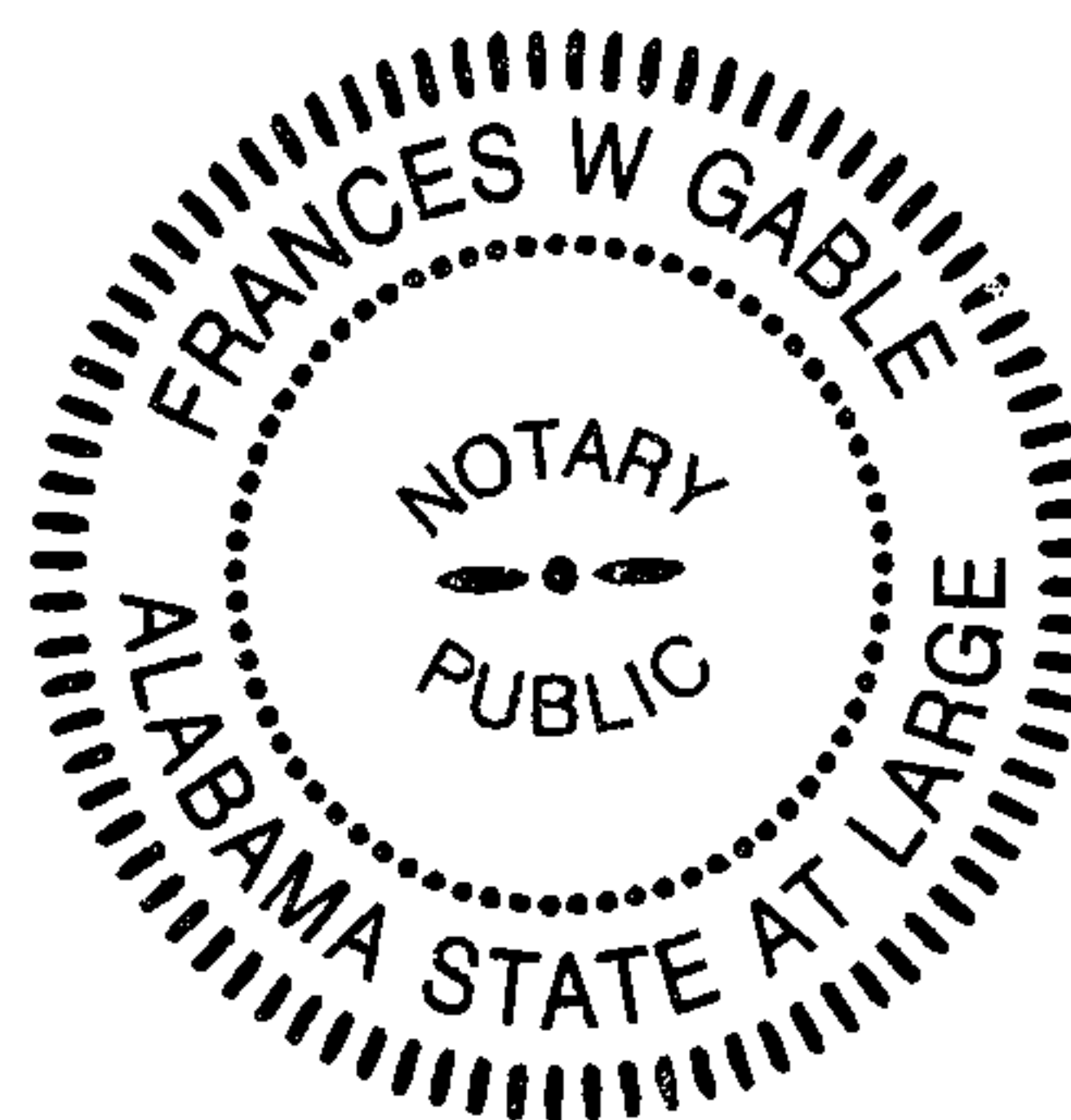
*Lesa Hymel Rease*  
LESA HYMEL REASE

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **LESA HYMEL REASE**, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she/he/they executed the same voluntarily on the day the same bears date.

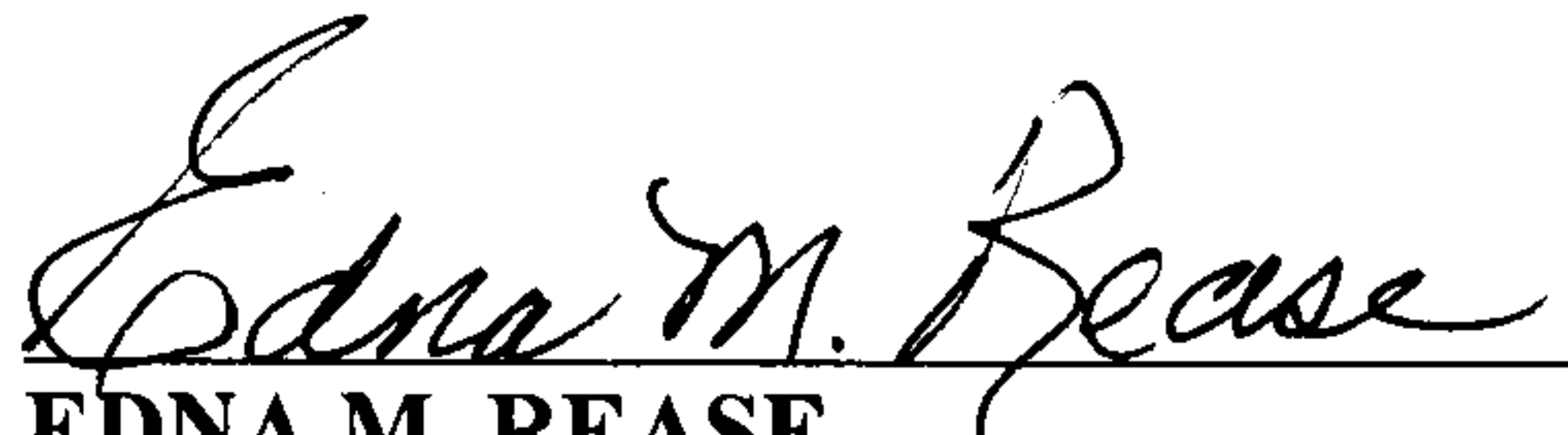
Given under my hand and seal this the 19<sup>th</sup> day of December, 2019.

*Frances W. Gable*  
NOTARY PUBLIC  
My commission expires: April 29, 2023



IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 19th  
day of December, 2019.


GRANTOR:

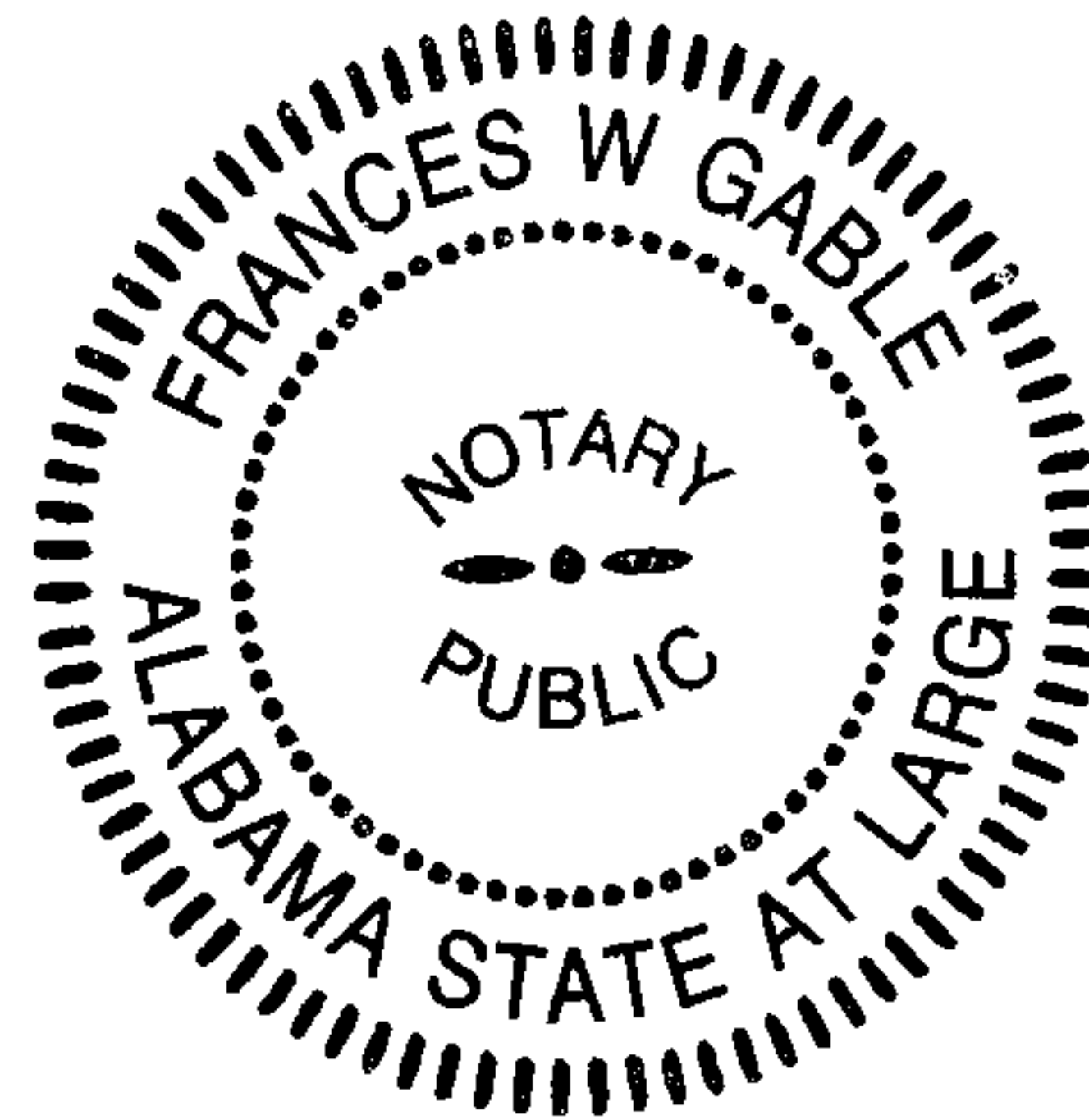
  
EDNA M. REASE

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **EDNA M. REASE**, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she/he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19th day of December, 2019.

  
NOTARY PUBLIC  
My commission expires: April 29, 2023



**ACCEPTANCE OF GRANTEE**

IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 19th  
day of December, 2019.


GRANTEE:

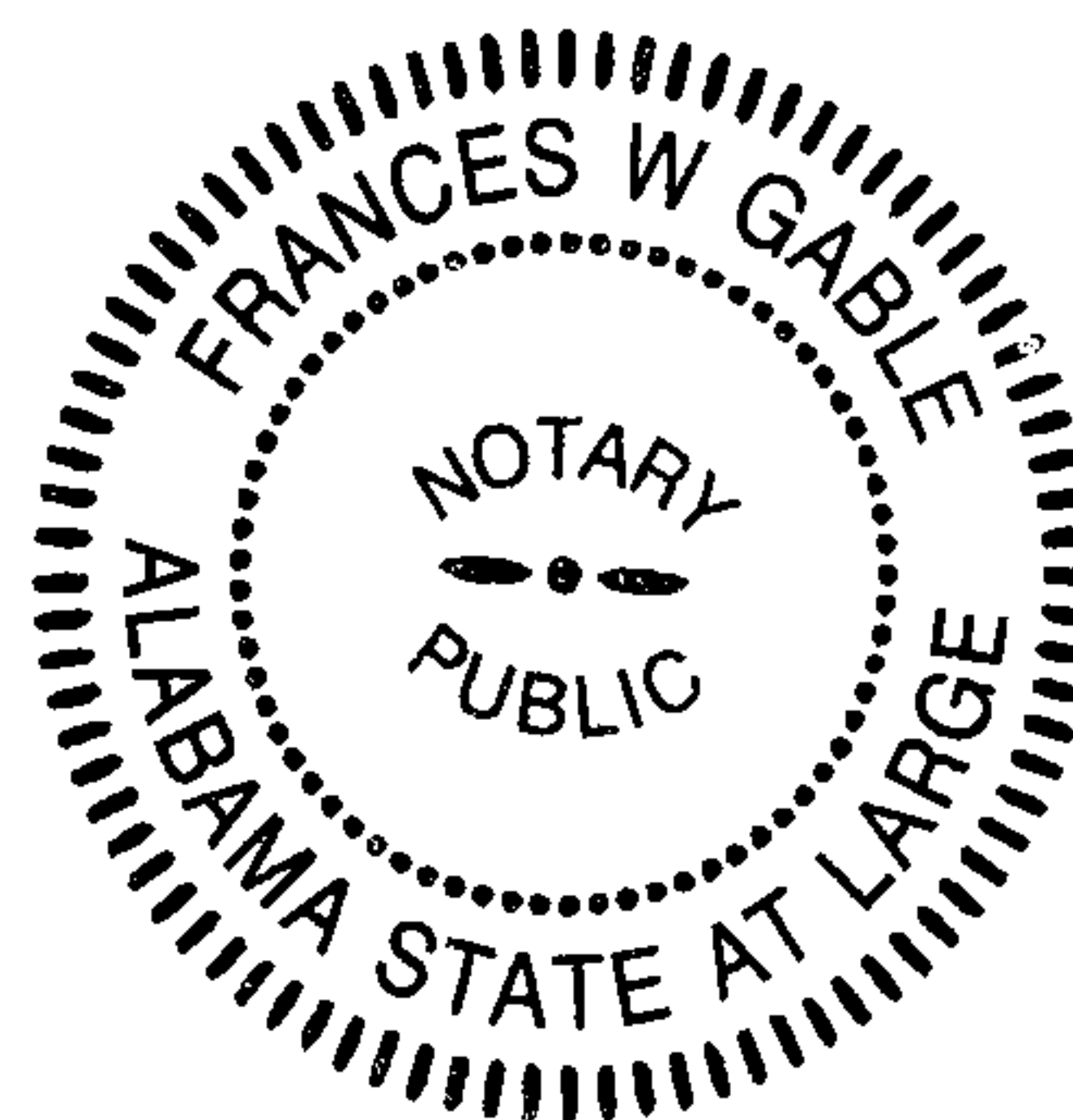
  
**EDNA M. REASE**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and state, hereby certify that **EDNA M. REASE**, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she/he/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 19th day of December, 2019.

  
NOTARY PUBLIC  
My commission expires: April 29, 2023



No title exam performed by the preparer. Legal description and party's names provided by the party.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit: Lot 22-124, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 94, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument# 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, recorded as Instrument No. 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Being the same property conveyed from G.S. Masters, Inc., an Alabama corporation to Jeffrey S. Rease, Lesa Hymel Rease, and Edna M. Rease, for and during their joint lives and upon the death of either, then to the survivor of them, as described in deed Instrument No. 20170503000153620 dated 5/2/2017 and recorded 5/3/2017 in Shelby County Records.

Assessor's Parcel No.: 09 2 09 0 012 051.000

Property commonly known as: 1009 Fairfield Ln., Birmingham, AL 35242

Real Estate Sales Validation Form

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

Edna M Rease

Grantor's Name Edna M Rease  
Mailing Address Jeffrey S Rease and Lesa Hyme/Rease  
1009 Fairfield Ln  
Birmingham, AL 35242

Grantee's Name Jeffrey S Rease and Lesa H Rease  
Mailing Address 1009 Firfield Ln  
Birmingham, AL 35242

Property Address 1009 Fairfield Ln  
Birmingham, AL 35242

Date of Sale 12/19/2019  
Total Purchase Price \$ 26,139.88  
or  
Actual Value \$ \_\_\_\_\_

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Assessor's Market Value \$ ~~47,000.00~~

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 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 12-19-19

Print Edna M. Rease

Unattested  
\_\_\_\_\_  
(verified by)

Sign Edna M. Rease  
\_\_\_\_\_  
(Grantor/Grantee/Owner/Agent) circle one

