

205-733-2600
2700 Highway 280 Ste 380E
Birmingham, AL 35223

This instrument was prepared by:

Heath S. Holden, Attorney at Law, LLC
PO Box 43281
Birmingham, AL 35243
File No. 2020-77

Send Tax Notice To:

PHILLIP J. MOON and CYNTHIA L. MOON
412 Chelsea Springs Drive
Columbiana, AL 35051

20200302000081220

03/02/2020 10:40:15 AM

JOINT SURVIVORSHIP DEED

DEEDS 1/3

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$425,000.00), and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **MANUEL KYLE P. MOON and SAVANNAH J. MOON, HUSBAND AND WIFE**, (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **PHILLIP J. MOON and CYNTHIA L. MOON**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 1, according to the Final Plat of Shirley Family Subdivision, as recorded in Map Book 41 , Page 93, in the Probate Office of Shelby County, Alabama. Also subject to and favored by a 60 foot easement for ingress, egress and utilities described, to-wit: From a railroad rail at the Southeast corner of NW 1/4 of NE 1/4 of Section 26, Township 20 South, Range 1 West, being the point of beginning of herein described 60-foot easement for ingress, egress and utilities, said point being in the center of a 100-foot radius cul-de-sac, run thence North along the East boundary of the NW 1/4 of NE 1/4 of said Section 26 and the centerline of said 60-foot easement a distance of 1323.46 feet; thence turn 91 degrees 10 minutes 25 seconds left and run 953.04 feet along the North boundary of said NW 1/4 of NE 1/4 and the centerline of said easement to the P.C. of a curve concave right, having a delta angle of 08 degrees 34 minutes 23 seconds and tangents of 100 feet thence turn 04 degrees 17 minutes 12 seconds right and run a chord distance of 199.44 feet to the P.T.; thence turn 04 degrees 17 minutes 12 seconds right and run 511.75 feet along said easement centerline to the P.C. of a curve concave left, having a delta angle of 20 degrees 39 minutes 57 seconds and tangents of 100 feet; thence turn 10 degrees 19 minutes 59 seconds left and run a chord distance of 196.76 feet to the P.T.; thence turn 10 degrees 19 minutes 59 seconds left and run 300.84 feet along said easement centerline; thence turn 11 degrees 32 minutes 19 seconds right and run 341.21 feet along said easement centerline; thence turn 16 degrees 32 minutes 13 seconds left and run 210.74 feet along said easement centerline; thence turn 17 degrees 40 minutes 19 seconds right and run 632.39 feet along said easement centerline to a point of termination on the Easterly boundary of Shelby County Road #47 (80-foot right of way).

Subject to existing easements, current taxes, restrictions and covenants, set-back lines, rights of way and mortgages, if any, of record.

\$403,750.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, 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, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals, this the 26th day of February, 2020.

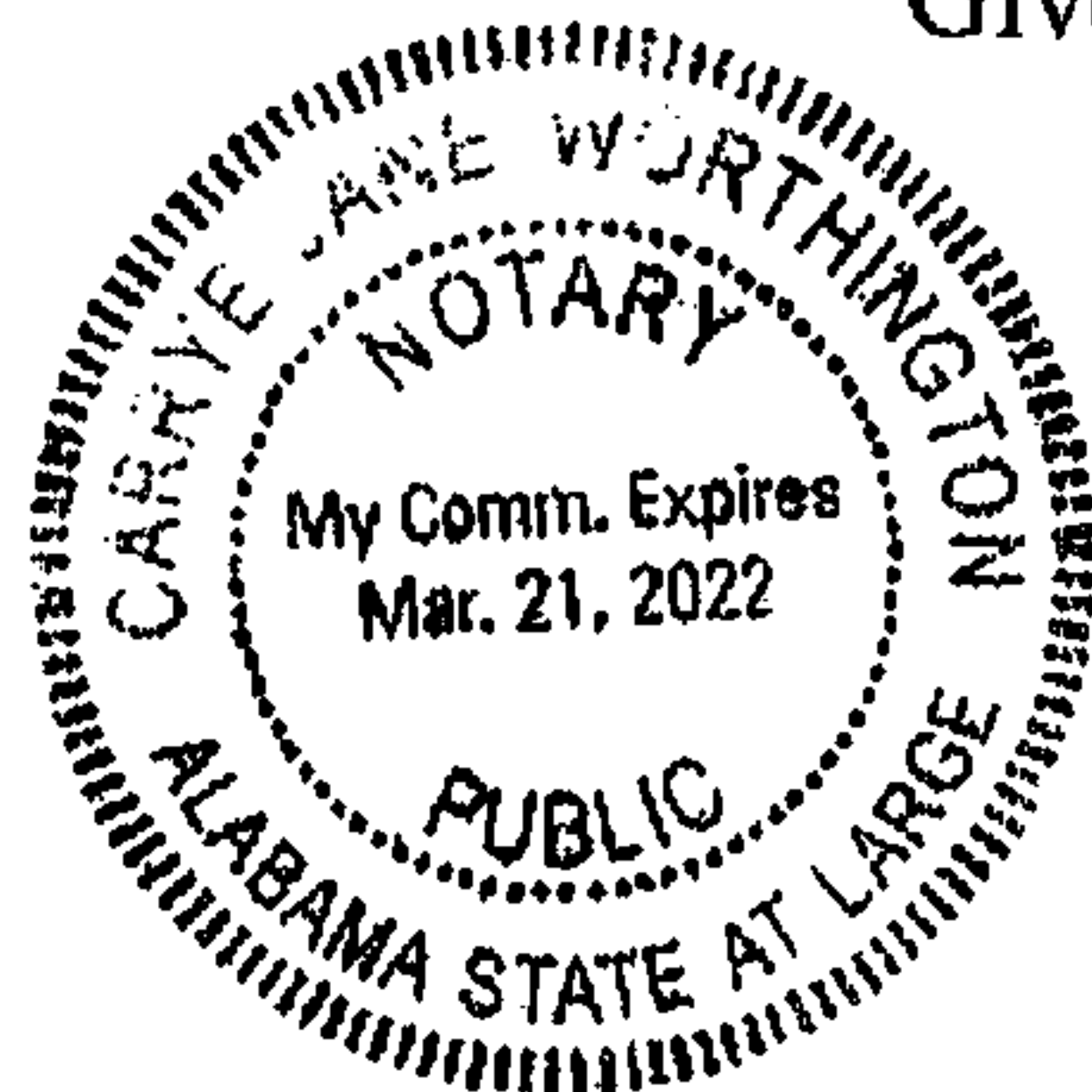
MANUEL KYLE P. MOON

Savannah Moon
SAVANNAH J. MOON

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MANUEL KYLE P. MOON** and **SAVANNAH J. MOON**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of February, 2020.



Carrie Jane Worthington
NOTARY PUBLIC

My Commission Expires: 3-21-22

Real Estate Sales Validation Form

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

Grantor's Name
Mailing Address

Manuel Kyle P. Moon and
Savannah J. Moon

Grantee's Name
Mailing Address

Phillip J. Moon and
Cynthia L. Moon

Property Address

412 Chelsea Springs Dr
Columbianna, AL 35051

Date of Sale

2-26-2020

Total Purchase Price

\$425,000.00

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

☐ Appraisal

☐ 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 2-28-2020

Print Michelle Pouncey

Unattested

(verified by)

Sign

Michelle Pouncey
(Grantor/Grantee/ Owner/ Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/02/2020 10:40:15 AM
\$49.50 MIST
20200302000081220

Allen S. Bayl