

20200723000309090 1/2 \$205.50
Shelby Cnty Judge of Probate, AL
07/23/2020 01:40:18 PM FILED/CERT

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
James C. Gibson and Dallas Gibson
505 Dogwood Circle
Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY) **JOINT SURVIVORSHIP DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Six Hundred Ninety Thousand Eight Hundred Seventy and 00/100 (\$690,870.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Scotch Homes & Land Development Group, Inc., an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **James C. Gibson and Dallas Gibson**, (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 3, according to the Survey of Dogwood Estates, as recorded in Map Book 51, Page 74, in the Probate Office of Shelby County, Alabama.

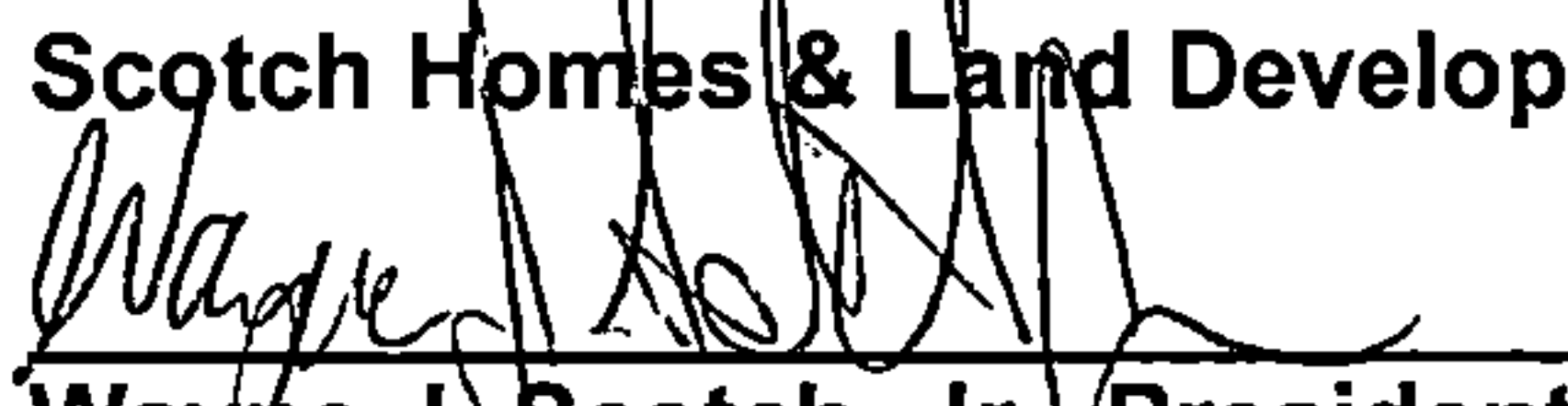
- Subject To:
1. Ad valorem taxes for 2020 and subsequent years not yet due and payable until October 1, 2020.
 2. Existing covenants and restrictions, easements, building lines and limitations of record.
 3. No metal outbuildings shall be permitted. Any additional storage buildings or detached garage must meet the same aesthetics as the home and would need to be in compliance with Shelby County's building set back lines and other requirements.
 4. No RV trailers, campers or motor coaches shall be permitted to remain on the property for longer than 48 hours and are only permitted while the owners pack, unpack, or prepare same for use. RV trailers, campers or motor coaches may not be stored on the premises..
 5. Fences are to be of wood or iron (no chain link) with a maximum height of six (6) feet.
 6. No trees with less than an eight (8) inch diameter at the base shall be removed 100 feet of the Right of Way of Dogwood Circle with the exception of interference with utilities, disease, or acts of god.
 7. Drainage pipes which are located under the driveway within the first 100 feet of the Right of Way of Dogwood Circle from the back of the curb shall remain in place to carry water to and from the natural progression and flow of water runoff and the location of same shall be considered to be drainage easements.

\$510,400.00 of the consideration was paid from the proceeds of 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, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors and assigns, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is 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; that GRANTOR has a good right to sell and convey the said Real Estate; and that GRANTOR will, and GRANTOR'S successors and assigns 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 GRANTOR has through its duly authorized representative hereunto set its hand and seal this the 17th day of July, 2020.

Scotch Homes & Land Development Group, Inc.

Wayne J. Scotch, Jr., President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Wayne J. Scotch, Jr., whose name as President of Scotch Homes & Land Development, an Alabama corporation, 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 Officer and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17th day of July, 2020.

NOTARY PUBLIC
My Commission Expires: 06-02-2023



CLAYTON T. SWEENEY, ATTORNEY AT LAW

Real Estate Sales Validation Form

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

Grantor's Name
Scotch Homes & Land
Development Group, Inc.

Grantee's Name
James C. Gibson and
Dallas Gibson

Mailing Address
145 Willow Branch
Chelsea, AL 35043

Mailing Address
780 Dogwood Circle
Birmingham, AL 35242

Property Address
780 Dogwood Circle
Birmingham, AL 35242

Date of Sale
July 17, 2020

Total Purchase Price
\$ 690,870.00

or

Actual Value
\$

or

Assessor's Market Value
\$

Shelby County, AL 07/23/2020
State of Alabama
Deed Tax: \$180.50

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/ Assessor's Appraised Value
☐ Other - property tax redemption

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

20200723000309090 2/2 \$205.50
Shelby Cnty Judge of Probate, AL
07/23/2020 01:40:18 PM FILED/CERT

Unattested

(verified by)

Scotch Homes & Land Development Group, Inc.

By: Wayne J. Scotch, Jr.

Print Its: President

Sign

(Grantor/Grantee/Owner/Agent) circle one