

This instrument was prepared by:
David P. Condon, P.C.
100 Union Hill Drive Suite 200
Birmingham, AL 35209

Send tax notice to:
Benjamin Johnson
9526 Bear Creek Road
Sterett, Alabama 35147

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS

That in consideration of **One Hundred Thirty Two Thousand and 00/100 Dollars (\$132,000.00)** to the undersigned grantors in hand paid by the grantees herein, the receipt whereof is acknowledged, we,

**Monroe H. Johnson, III, and his wife,
Louise Annette Johnson, being one and the same as Louise A. Johnson**

(hereinafter referred to as "Grantors") do grant, bargain, sell and convey unto

Benjamin Johnson and Bailey Johnson

(hereinafter referred to as "Grantees") as joint tenants with right of survivorship, the following described real estate situated in **Shelby** County, Alabama to-wit:

see Exhibit "A" attached hereto

\$105,600.00 of the proceeds come from a mortgage recorded simultaneously herewith.

Subject to: (1) 2022 ad valorem taxes not yet due and payable;
(2) all mineral and mining rights not owned by the Grantors; and
(3) all easements, rights-of-way, restrictions, covenants and encumbrances of record.

TO HAVE AND TO HOLD unto 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 we do for ourselves and for our heirs, executors, and administrators covenant with Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have set our hands and seals, this **15th day of November, 2021.**

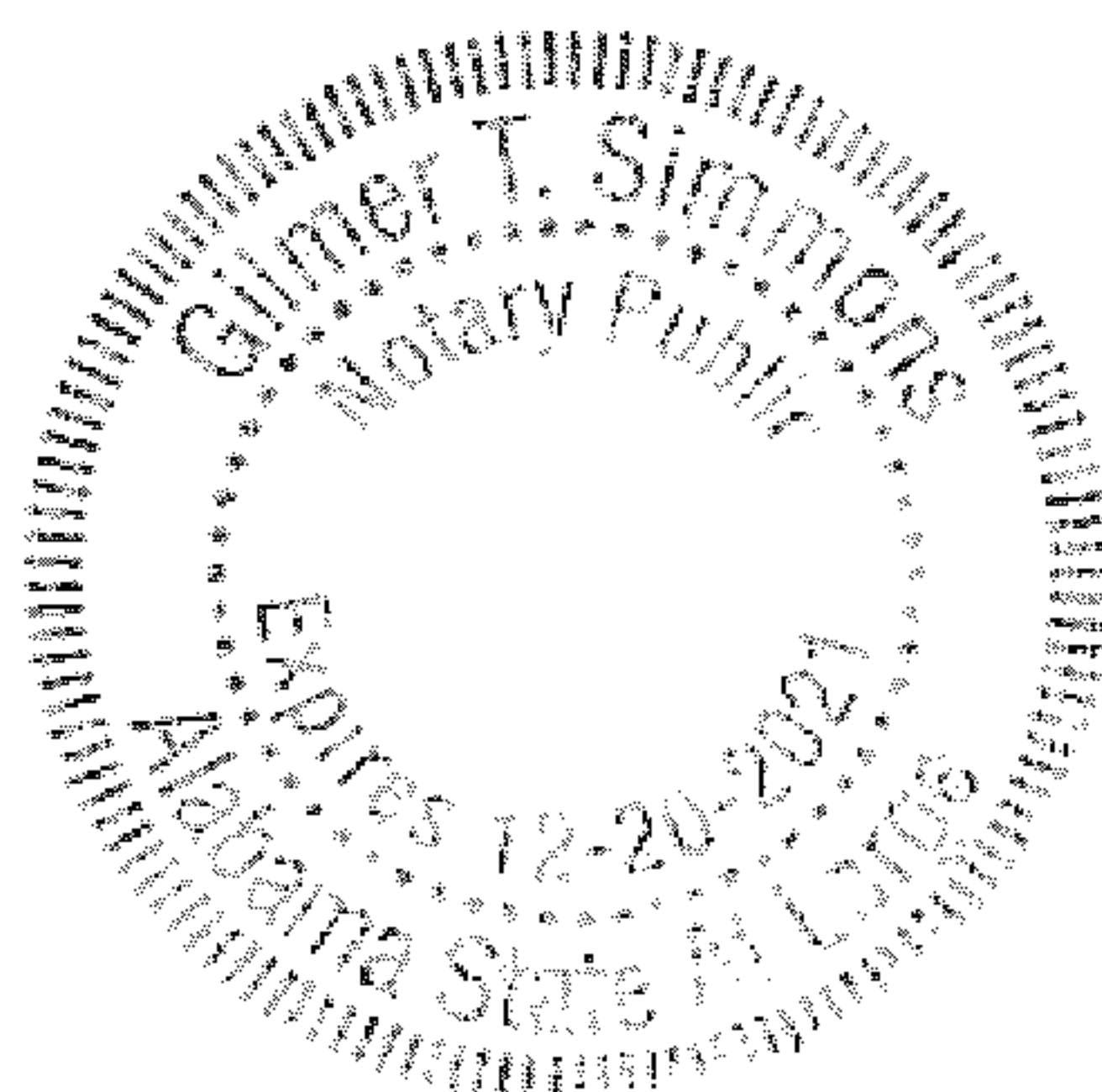
 (Seal)  (Seal)
Monroe H. Johnson, III **Louise Annette Johnson**

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Monroe H. Johnson, III and Louise Annette Johnson** 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **15th day of November, 2021.**


Notary Public: Gilmer T. Simmons
My Commission Expires: 12/20/2021



Parcel I

Begin at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 18 South, Range 1 East; thence run East along the South line of said 1/4-1/4 a distance of 330.0 feet; thence 88 degrees 30 minutes left run 270.0 feet; thence 91 degrees 30 minutes left run 330.0 feet; thence 88 degrees 30 minutes left run South 270.0 feet to the Point of Beginning.

Parcel II

Commence at the Northwest corner of Southwest 1/4 of Southeast 1/4 of Section 21, Township 18 South, Range 1 East for Point of Beginning; thence Easterly along North line for 330.0 feet; thence 91 degrees 30 minutes to the right for a distance of 401.58 feet; thence 88 degrees 30 minutes to the right for 330.0 feet to point on the West line of said 40; thence 91 degrees 30 minutes to the right along the West line run North 401.58 feet to the Point of Beginning.

Parcel III

Commencing at the Northwest corner of Southwest Quarter of Southeast Quarter of Section 21, Township 18 South, Range 1 East; thence in a Southerly direction along the West line for 401.58 feet to Point of Beginning and thence run along same line 401.58 feet, turn 91 degrees 30 minutes to the left for a distance of 330 feet; thence turn 88 degrees 30 minutes to the left for a distance of 401.58 feet; thence 90 degrees 30 minutes to the left for a distance of 330 feet to the Point of Beginning.

Easement:

A parcel of land situated in a portion of the Northeast Quarter of the Southwest Quarter of Section 21, Township 18 South, Range 1 East, Shelby County, Alabama, according to the map and survey by Frank w. Wheeler, February 8, 1991, being more particularly described as follows:

Commence at the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 18 South, Range 1 East, the point of beginning; thence run Southerly along the East line for 1,033.97 feet to the South line of a 10-foot Easement on the North; thence run Westerly along the South line of said easement deflecting 100 degrees 00 minutes 15 seconds right for 96.28 feet; thence run Northwesterly along said easement deflecting 57 degrees 53 minutes 07 seconds right for 194.51 feet; thence run Northeasterly along said easement deflecting 44 degrees 56 minutes right for 137.53 feet; thence run Northwesterly along said easement deflecting 29 degrees 47 minutes left for 65.72 feet; thence continue Northwesterly along said easement deflecting 27 degrees 02 minutes 50 seconds left for 89.80 feet; thence continue Westerly along said easement deflecting 45 degrees 14 minutes 08 seconds left for 202.30 feet; thence continue Westerly along the South line of said 10 foot easement on the North deflecting 11 degrees 29 minutes 33 seconds right for 170.46 feet to the South right of way line of County Road 43; thence run Northeasterly along said right of way line deflecting 105 degrees 22 minutes 28 seconds for 488.27 feet to the point of curve to the right; thence continue Northeasterly along said curve to the right having a central angle of 2 degrees 00 minutes 13 seconds, a radius of 3,233.12 feet for a curve distance of 113.06 feet to the North line of said Quarter-Quarter; thence Easterly for 161.23 feet to the Point of Beginning.

REAL ESTATE SALES VALIDATION FORM

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

Grantor Name: Monroe H. Johnson, III	Date of Sale: November 15th, 2021
Grantor Name: Louise Annette Johnson	
Mailing Address: 9526 Bear Creek Road	Total Purchase Price: \$132,000.00
Sterett, Alabama, 35147	Or
	Actual Value: \$ _____
	Or
Property Address: 9526 Bear Creek Road	Assessor's Market Value: \$ _____
Sterett, Alabama, 35147	

Grantee Name: **Benjamin Johnson**
Grantee Name: **Bailey Johnson**
Mailing Address: **9526 Bear Creek Road**
Sterett, AL, 35147

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	☐ Appraisal
☐ Sales Contract	☐ 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 Section 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 Section 40-22-1 (h).

Date: **November 15th, 2021**

Print: Gilmer T. Simmons
Sign: [Signature]
(Grantor/Grantee/Owner/Agent) circle one

☐ Unattested _____
(verified by)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/29/2021 11:58:15 AM
\$55.50 CHARITY
20211129000567810

Allen S. Bayl