



20220325000122140 1/3 \$512.50
Shelby Cnty Judge of Probate, AL
03/25/2022 10:56:33 AM FILED/CERT

SEND TAX NOTICES TO:

William R. Hains
321 Meadow Lake Circle
Calera, AL 35040

QUITCLAIM DEED

STATE OF ALABAMA

)

)

SHELBY COUNTY

)

KNOW ALL PERSONS BY THESE PRESENTS, that for and in consideration of the sum of TEN Dollars (\$10) and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned AUDREY A. HAINS (the "Grantor") hereby remises, releases, quit claims and conveys to WILLIAM R. HAINS, the current Trustee of the ROBERT J. & AUDREY A. HAINS REVOCABLE LIVING TRUST dated March 19, 2020, and not amended (the "Trust") (the "Grantee"), all of the Grantor's right, title, interest and claim in or to the following described real estate, situated in SHELBY County, Alabama, to-wit:

See Exhibit A attached hereto and made a part hereof for all purposes.

The street address of the Premises is 1044 Danberry Lane, Birmingham, AL 35242.

The tax assessed value of the Premises is \$484,500.00

This is the Grantor's homestead. Audrey A. Hains is a widow who has not remarried.

The Premises were owned by AUDREY A. HAINS and her husband, ROBERT J. HAINS, as joint tenants with right of survivorship. ROBERT J. HAINS died on February 11, 2022, and by the terms of the Trust, AUDREY A. HAINS became the sole trustee. A copy of his death certificate is attached. Also attached hereto is the Resignation of AUDREY A. HAINS as successor Trustee. The next-named successor trustee is WILLIAM R. HAINS

TO HAVE AND TO HOLD to the Grantee forever.

This instrument is executed without warranty or representation of any kind on the part of the Grantor, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created by Grantor and not specifically excepted herein.

Given under the Grantor's hand and seal, this 24th day of March, 2022.

Audrey A. Hains
AUDREY A. HAINS, GRANTOR

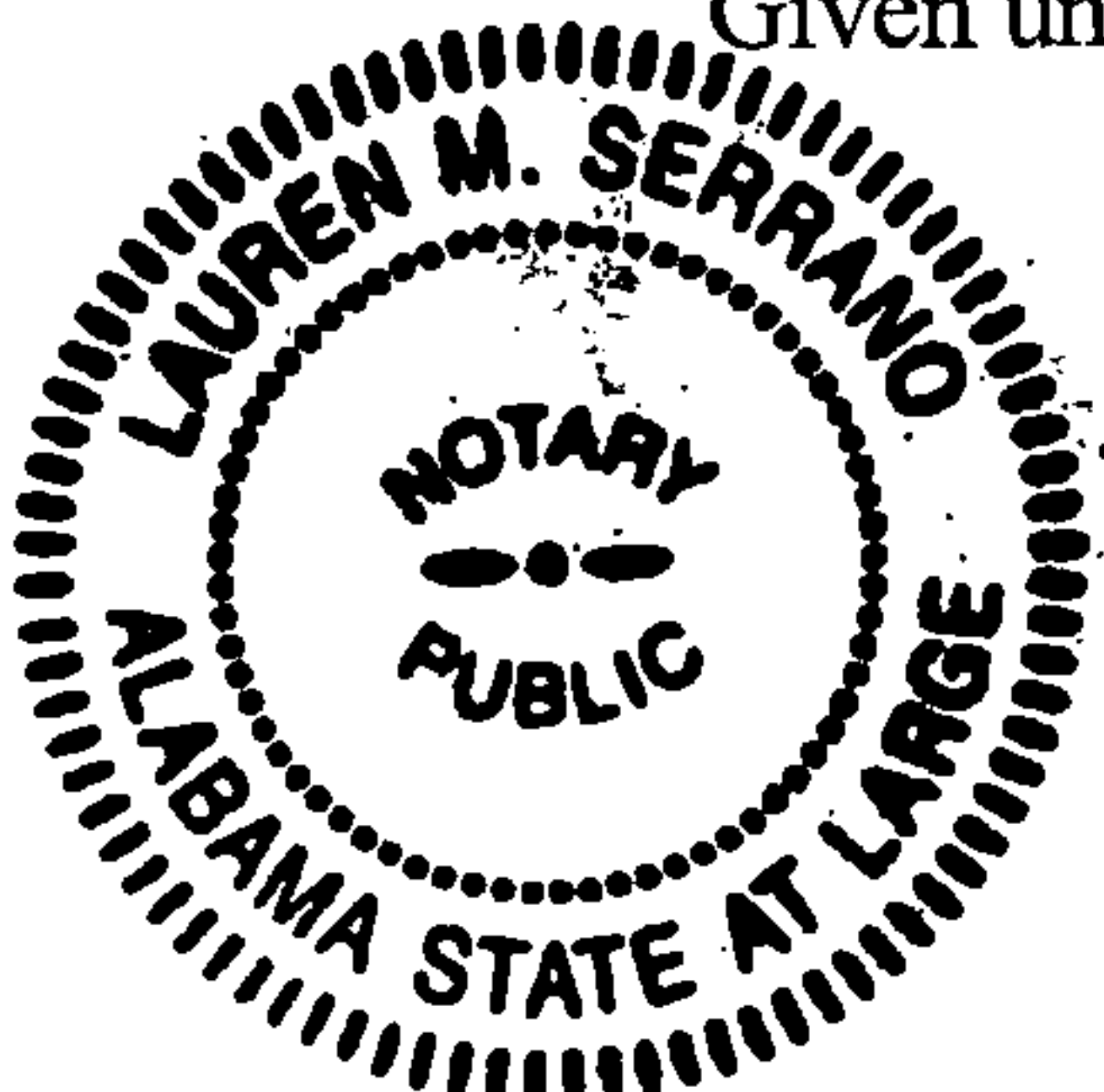
STATE OF ALABAMA)
)
SHELBY COUNTY)



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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that AUDREY A. HAINS, whose name as Grantor 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 said instrument, she executed the same voluntarily for and as her voluntary act.

Given under my hand and official seal this the 24th day of MARCH, 2022.



Lauren M. Serrano
Notary Public

My commission expires: 4/11/2022

THIS INSTRUMENT PREPARED BY:

Anne R. Moses
Moses & Moses, P.C.
Attorneys-at-Law,
4000 Eagle Point Corporate Drive
Birmingham, Alabama 35242
(205) 967-0901
anne@mosespc.com





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SCHEDULE A

Lot 16B, according to the Survey of The Cottages of Danberry, Resurvey No. 3 recorded in Map Book 41, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and all subsequent tax years thereafter.
2. All mineral and mining rights not owned by Grantor.
3. All applicable zoning ordinances.
4. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cottages of Danberry First Amended and Restated Declaration of Covenants, Conditions and Restrictions dated February 25, 2014 and recorded as Instrument No. 20140225000052020 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"), including, without limitation, the provisions of the Declaration which establish an Age Restriction Policy requiring at least one (1) person that is fifty-five (55) years of age or older reside on the Property.
5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and all other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that Grantees have assumed full responsibility for the investigation and determination of the suitability of the Property, including the construction of the Dwelling thereon, and the suitability of the surface and subsurface conditions of the Property. The Property is sold subject to (and Grantees do hereby irrevocably and unconditionally waive, release and forever discharge Grantor and their respective agents, employees, officers, directors, shareholders, members, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of actions, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature known or unknown arising out of or as a result of), any past, present or future soil, surface and subsurface conditions (including, without limitation, hazardous or toxic waste, substances or materials) including but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), sinkholes, underground mines, tunnels, water channels and limestone formations), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries of Grantor.