



20220623000251790 1/9 \$47.00
Shelby Cnty Judge of Probate, AL
06/23/2022 01:18:28 PM FILED/CERT

File No.: 22004

CONSERVATOR'S WARRANTY DEED

| | | | |
|------------------|---|--------------------------------|--|
| STATE OF ALABAMA |) | SEND TAX NOTICE TO: | THIS INSTRUMENT PREPARED |
| |) | The Neighborhood Plumber, Inc. | BY: W. Eric Pitts, W. Eric Pitts, L.L.C. |
| COUNTY OF SHELBY |) | 608 6th Ave. SW | PO Box 280, Alabaster, AL 35007. No |
| | | Alabaster, AL 35007 | title opinion requested, none rendered. |

KNOW ALL MEN BY THESE PRESENTS that, pursuant to Order of the Probate Court dated May 3, 2022, a copy of which is attached hereto as Exhibit B, **Bonnie Green, who has duly qualified and has been duly appointed by the Probate Court of Shelby County, Alabama, as Conservator of the Estate of Carlos Harry Johnson, Jr., an incapacitated person, Shelby County Probate Case No. PR-2021-001002** (hereinafter "GRANTOR") and who is now acting as such Conservator on behalf of said estate pursuant to said Order, for and in consideration of the sum of **\$10.00**, to him/her in hand paid, the receipt and sufficiency of which is hereby acknowledged, GRANTOR, as such Personal Representative, and pursuant to said Order, hereby grants, bargains, sells and conveys to **The Neighborhood Plumber, Inc.** (hereinafter "GRANTEE"), in fee simple, that property and interest described as follows:

See Exhibit A attached hereto

****This deed is given for purposes conveying Carlos Harry Johnson, Jr.'s interest in and to that certain property described on Exhibit A hereto and for joining in that certain conveyance of the same property by deed of even date herewith from Frances Elaine Johnson, Lisa Johnson and Bonnie Green to Grantee which said deed is recorded as Instrument No. 20220623000251780. All of the consideration for the transaction is fully recited in that deed.****

SUBJECT TO, EXCEPT AND RESERVING: (a) all reservations, easements, rights-of-way, encumbrances, exceptions, covenants, restrictions, and any and all other interests of record affecting the property whatsoever, (b) any and all taxes, dues, assessments or other charges due or to become due on the property, (c) all encumbrances and encroachments which a reasonable inspection of the premises would reveal and (d) any and all mining, mineral or other similar rights interests whatsoever.

TO HAVE AND TO HOLD the foregoing premises, together with all and singular the tenements and appurtenances thereto belonging or any wise appertaining except as otherwise noted or excepted above, to the said GRANTEE, and to his/her successors, heirs and assigns forever.

GRANTOR DOES HEREBY COVENANT, for himself/herself, his/her successors and assigns, with GRANTEE, its successors and assigns, that GRANTOR is at the time of these presents, lawfully seized in fee simple of the afore granted premises; (b) that they are free from all encumbrances, unless otherwise noted or excepted above, (c) that GRANTOR has a good right to sell and convey the same and (d) that GRANTOR will warrant and defend the said premises to said GRANTEE, its successors and assigns, forever against the lawful claims and demands of all persons.

GRANTOR HAS HERETO set her hand and seal on June 22, 2022.



Bonnie Green as Conservator
of the Estate of Carlos Harry Johnson, Jr.,
an incapacitated person,
Shelby County, Alabama Probate Court
Case No. PR-2021-001-002



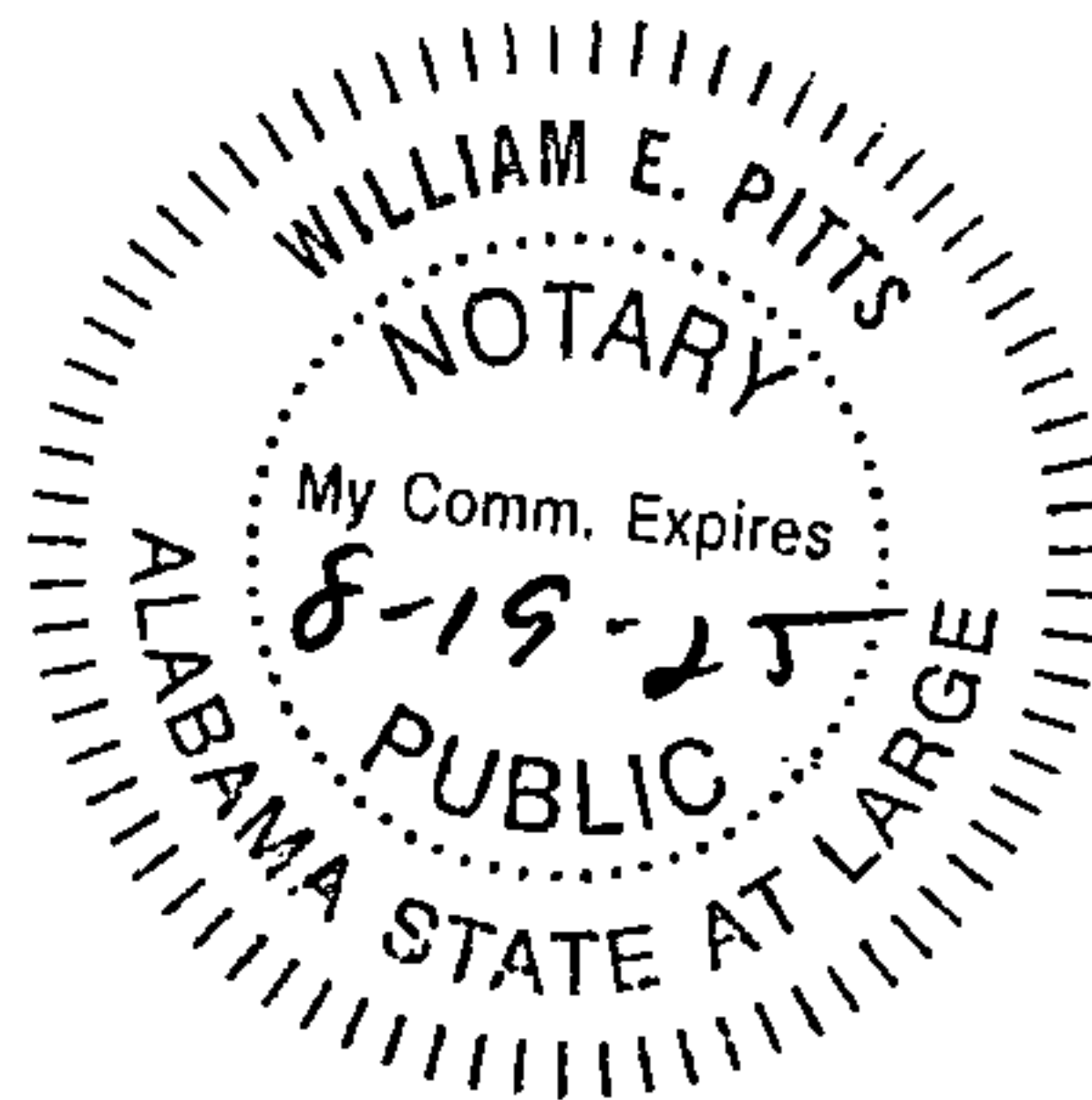
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**STATE OF ALABAMA
COUNTY OF SHELBY**

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Bonnie Green, whose name(s) is/are signed to the foregoing instrument as Conservator of the Estate of Carlos Harry Johnson, Jr., an incapacitated person, Shelby County Probate Case No. PR-2021-001002, and who is/are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he/she/they executed the same voluntarily and as such Personal Representative acting with full authority on behalf of said estate on the day and year set forth above.

GIVEN UNDER MY HAND, on June 22, 2022

NOTARY PUBLIC





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EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the N 1/2 of the NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the NW 1/4 of said Section 23; thence North 89 degrees 01 minutes 27 seconds West along the South line of said 1/4-1/4 Section a distance of 583.26 feet; thence North 10 degrees 28 minutes 27 seconds West a distance of 1293.11 feet; thence South 88 degrees 38 minutes 57 seconds East a distance of 439.98 feet; thence South 01 degrees 09 minutes 22 seconds East a distance of 10.22 feet to acquired Northerly right of way line of Shelby County Highway 12 and the point of beginning; thence South 88 degrees 42 minutes 29 seconds East along said right of way a distance of 94.98 feet; thence North 69 degrees 25 minutes 00 seconds East along said right of way a distance of 54.00 feet; thence South 88 degrees 56 minutes 21 seconds East along said right of way a distance of 43.95 feet; thence South 01 degrees 02 minutes 00 seconds East a distance of 306.87 feet; thence North 89 degrees 54 minutes 37 seconds West a distance of 189.13 feet; thence North 01 degrees 09 minutes 22 seconds West a distance of 290.56 feet to the point of beginning.

According to survey of William D. Callahan, Jr. PLS #28251, dated May 5, 2021.

LESS AND EXCEPT ANY PART CONVEYED TO THE STATE OF ALABAMA UNDER WARRANTY DEED RECORDED IN INSTRUMENT #20201023000483270, IN PROBATE OFFICE.

Exhibit B **IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA**

IN THE MATTER OF THE ESTATE OF:

CASE NO. PR-2021-001002

CARLOS HARRY JOHNSON, JR.,
an incapacitated person in need of protection

ORDER APPROVING SALE
OF REAL PROPERTY



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This cause came before the Court on petition of the Conservator, Bonnie Green, for an order authorizing the sale of, decedent's real property located at:

2092 Butler Road, Alabaster, AL 35007

The Court being satisfied that said property is being sold for an amount not disproportionate to its fair market value and to a party bearing no relation or common interest with Petitioner(s) herein, and all interested parties having consented or having received proper notice to such sale;

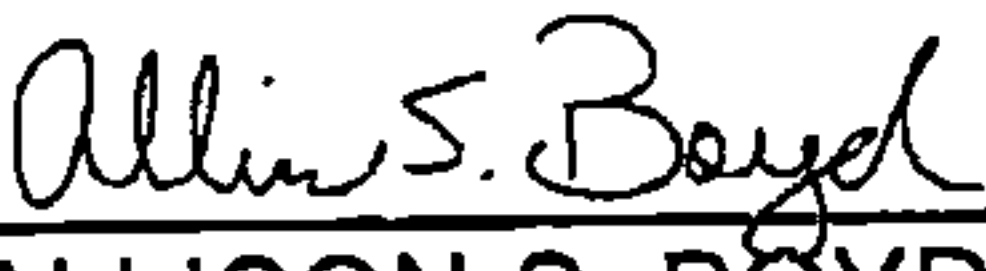
It is ORDERED that said petition be granted and the contract for sale as attached hereto as "Exhibit A" be approved. Petitioner(s) is/are authorized to execute any and all documents necessary for the execution and completion of said sale, provided, however, **that the proceeds from said sale be paid by the Purchaser and/or Closing Attorney to the Probate Court of Shelby County, Alabama.**

It is further ORDERED that any outstanding mortgage, lien or encumbrance against the property be satisfied at closing.

Petitioner is further ORDERED to report the completion of said sale within **thirty (30) days**.

Costs of court are hereby taxed against the estate of **CARLOS HARRY JOHNSON, JR.**

DONE and ORDERED this the 3rd day of May, 2022.



ALLISON S. BOYD
JUDGE OF PROBATE

cc: CHRISTOPHER R. SMITHERMAN ESQ.
KENDRA BEAUCHAMP ESQ.
CARLOS HARRY JOHNSON JR.
FRANCES ELAINE JOHNSON

Exhibit A

REAL ESTATE SALES CONTRACT

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Shelby Cnty Judge of Probate, AL
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Date: August 5, 2021

The undersigned Purchaser(s) SEE BELOW hereby agree(s) to purchase and the undersigned Seller(s) SEE BELOW agree(s) to sell the following described real estate, improvements, shrubbery, plantings, fixtures, an appurtenances, situated in SHELBY County, Alabama, on the terms stated below:

Address: 2092 BUTLER RD, ALABASTER, AL 35007
Legal Description: SEE EXHIBIT "A" (ATTACHED)

The Purchase Price shall be \$105,000.00, payable as follows:

Earnest Money, receipt of which is hereby acknowledged: \$5,000.00

Cash on closing this sale: \$100,000.00

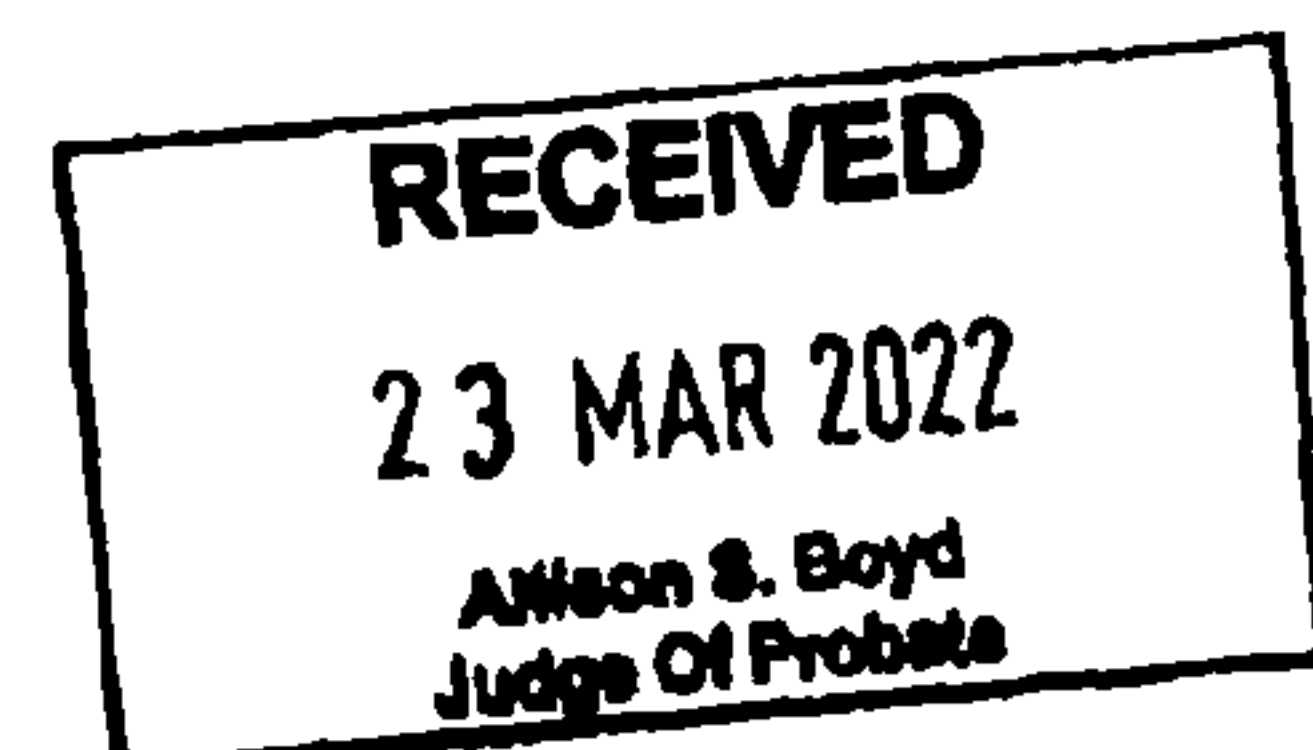
The undersigned Seller agrees to furnish the purchaser a standard form title insurance policy issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the seller and the purchaser.

Said property is sold "as is" and to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to zoning ordinances pertaining to said property.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of the date of delivery of the deed, and any existing advance escrow deposits shall be credited to the Seller.

The sale shall be closed and the deed delivered on or before DECEMBER 1, 2021 except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property and approval of sale by Court. (See Exhibit "B"). Possession is to be given on delivery of deed.

The Seller hereby authorizes ERIC PITTS, ATTORNEY to hold earnest money in trust for the Seller pending the fulfillment of this contract.





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In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money as shown herein shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract; Earnest money shall be forfeited for the Seller.

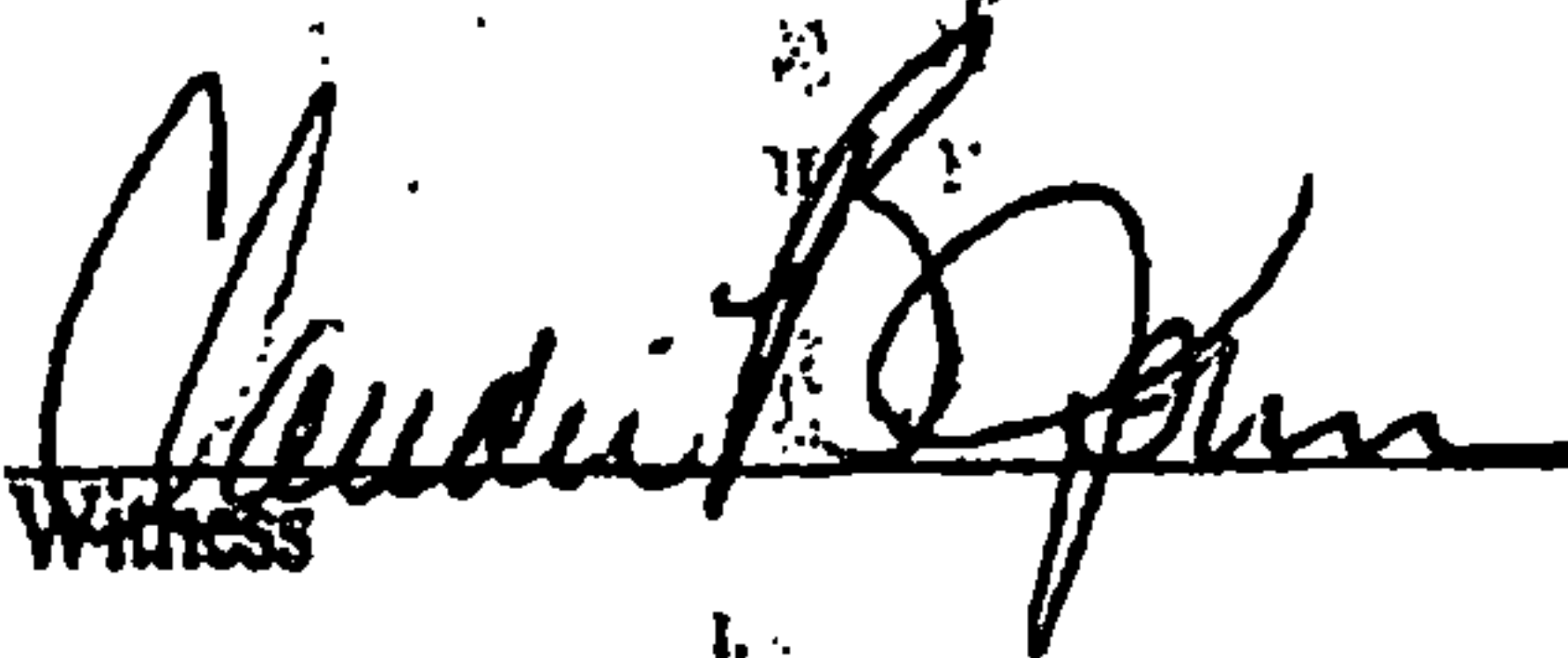
The Seller agrees to convey said property to the Purchaser by GENERAL WARRANTY DEED free of all encumbrances, except as hereinabove set out. Seller agrees that any encumbrances not herein excepted or assumed may be cleared at time of closing from sales proceeds.


Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made.

Additional provisions:


Purchaser to satisfy themselves regarding zoning prior to closing. Both parties agree to use Eric Pitts as closing attorney and share equally his closing fee. Sale subject to approval of Shelby County Probate Court regarding Guardianship of one of the selling heirs. Carlos Harry Johnson, Jr., Case No. 135094.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect, and all warranties herein made shall survive the delivery of the above deed.



Witness


Purchaser-
The Neighborhood Plumber, Inc. by It's
President


Witness


Seller-
Francis Elaine Johnson


Witness


Seller-
Francis Elaine Johnson as Guardian of Carlos
Harry Johnson, Jr.





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Robin Frederick
Witness

Bonnie Elaine Green
Seller-
Bonnie Elaine Green

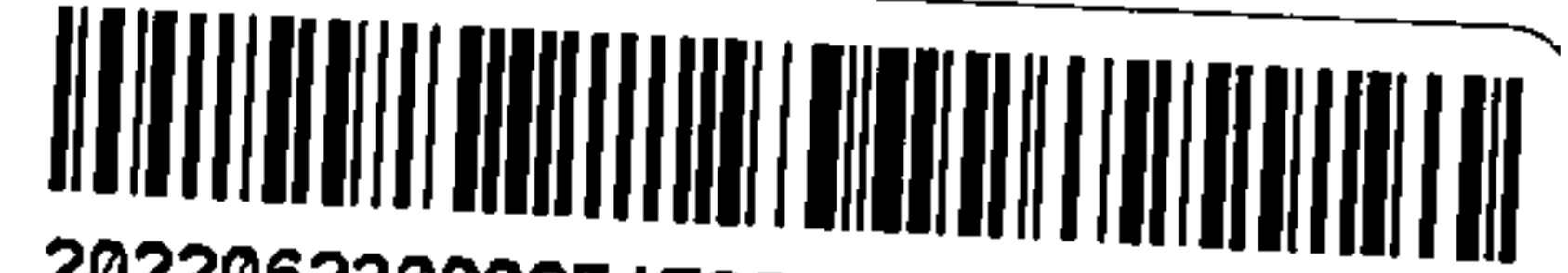
Robin Frederick
Witness

Lisa Johnson
Seller-
Lisa Johnson

Receipt is hereby acknowledged of the earnest money ☐ CASH ☐ CHECK as hereinabove set forth.

Signature

Date



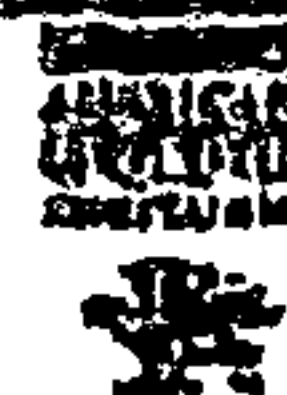
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Real Estate Sales Validation Form

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

Grantor's Name Estate of Carlos Harry Johnson, Jr.
Mailing Address by Bonnie Green, Conservator
2902 Butler Rd.
Alabaster, AL 35007

Grantee's Name The Neighborhood Plumber, Inc.
Mailing Address 608 6th Ave. SW
Alabaster, AL 35007

Property Address 2902 Butler Rd.
Alabaster, AL 35007

To Clear Title
Date of Sale 06/22/2022
Total Purchase Price \$ 105,000
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 ☐ 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 § 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 06/22/2022

Print W. Eric Pitts

☐ Unattested
(verified by)

Sign 
(Grantor/Grantee/Owner/Agent) circle one