

20230406000097160 1/4 \$253.50
Shelby Cnty Judge of Probate, AL
04/06/2023 03:27:16 PM FILED/CERT

Send tax notices and after recording mail to:

Brooks B. Wall
321 Reach Court
Birmingham, Alabama 35242

Prepared By:

Spencer P. Waddell, Esq.
225 Narrows Parkway, Suite B
Birmingham, Alabama 35242

**WARRANTY DEED WITH
RESERVATION OF LIFE ESTATE**

State of Alabama)
County of Shelby)

Know all men by These Presents, that **Brooks B. Wall**, an unmarried man (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by **Brooks Wadsworth Wall** (“Grantees”), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, in fee simple, together with every contingent remainder and right of reversion, the following described real property situated in Shelby County, Alabama, to wit:

Lot 47, according to the Amended Plat of Final Record Plat of Narrows Reach, as recorded in Map Book 27, at Pages 11A & 11B, in the Office of the Judge of Probate, Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. No. 2000-09755, recorded in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the “Declaration”).

SUBJECT TO:

- 1. That certain mortgage given to Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans, Inc. and its successors and assigns, recorded in the Office of the Judge of Probate of Shelby County, Alabama on February 27, 2020 as Instrument No. 20200227000076740.**
- 2. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Instrument #2000-9755 and 1st Amendment recorded as Inst. #2000-17136 and 2nd Amendment recorded in Inst. 2000-36696 and 3rd Amendment recorded as Inst. #2001-38328, in the Probate Office of Shelby County, Alabama.**
- 3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109, Page 70 and Deed Book 145, Page 22, in the Probate Office of Shelby County, Alabama.**



4. Right(s)-of-way(s) granted to South Central Bell by instrument(s) recorded in Deed Book 324, Page 840; and Deed Book 329, Page 430, in the Probate Office of Shelby County, Alabama.

5. Natural Gas Supply Easement to Alabama Gas Corporation as shown by instruments recorded in Inst. #2000-1818, in the Probate Office of Shelby County, Alabama.

6. Restrictions, limitations, and conditions as set out in Map Book 27, Page 11A & B, in the Probate Office of Shelby County, Alabama.

7. Release(s) of damages as set out in instrument(s) recorded in Inst. #2001-32955 and in Instrument #2002-03764 and in Instrument #20020514000227560, in the Probate Office of Shelby County, Alabama.

8. All easements, restrictions, reservations, agreements, rights of way, building setback lines and any other matters of record.

9. Title to all oil, gas, and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.

Homestead Clause: The above-described property constitutes part of the Grantor's homestead.

GRANTOR HEREBY RESERVES A LIFE ESTATE IN SAID PROPERTY FOR HIS LIFETIME.

This conveyance is made subject to all restrictions, reservations, easements, and rights-of-way of record affecting title to said property. The scrivener makes no warranties, nor does he express an opinion, as to the Grantor's title, or lack thereof. The description was provided by the Grantor.

To have and to hold to the said Grantee, his heirs, and his heirs and assigns forever.

And I do, for myself and for my heirs, executors, and administrators covenant with said Grantee and his heirs, successors, and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the Grantee and his heirs, successors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, who is authorized to execute this conveyance hereto sets her signature and seal, this the 27th day of March, 2023.

Brooks B. Wall

BROOKS B. WALL



20230406000097160 3/4 \$253.50
Shelby Cnty Judge of Probate, AL
04/06/2023 03:27:16 PM FILED/CERT

State of Alabama)
County of Shelby)

On March 29, 2023, before me, Dinah B. McKiley a notary public in and for said County and State, personally appeared Brooks B. Wall, personally known to me to be the person whose name is subscribed within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity or person on whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 12/13/2026

NOTARY SEAL



Real Estate Sales Validation Form



20230406000097160 4/4 \$253.50
Shelby Cnty Judge of Probate, AL
04/06/2023 03:27:16 PM FILED/CERT

This Document must be filed in accordance with Code of Alabama 1975,

Grantor's Name Brooks B. Wall
Mailing Address 321 Reach Court
Birmingham, AL 35242

Grantee's Name Brookw Wadsworth Wall
Mailing Address 123 Flagstone Dr.
Chelsea, AL 35043

Property Address 321 Reach Court
Birmingham, AL 35242

Date of Sale 03-29-2023
Total Purchase Price \$
or
Actual Value \$
or
Assessor's Market Value \$222,200

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 Warranty Deed w/life estate
- 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 _____

Print Spencer P. Waddell, Esq.

Unattested

Sign _____

(verified by)

(Grantor/Grantee/Owner/Agent) circle one