

**AFFIDAVIT AS TO TERMINATION OF JOINT TENANCY
WITH RIGHT OF SURVIVORSHIP BY SURVIVING TENANT
(One Tenant is Deceased)**

State of Alabama)
Shelby County)

Affiant: Summer B. Finch (Surviving Spouse)

Affiant, on oath, swears that the following statements are true:

My name is **Summer B. Finch**. I was a Grantee in a Warranty Deed, Jointly for Life with Remainder to Survivor dated June 3, 2016, recorded in Map Book 43, Page 58, in the Probate Office of Shelby County, Alabama, in which my now deceased Husband (Joshua A. Finch) and myself were conveyed title to interests in lands described in the deed as Joint Tenants with Rights of Survivorship.

Joshua A. Finch my fellow joint tenant, is now deceased. A copy of the original Death Certificate of Joshua A. Finch and the Warranty Deed (Online Instrument No.: 20160609000198690) is attached to this Affidavit as evidence of the facts stated herein.

Affiant is the surviving joint tenant.

I now deem myself to be **the sole owner** of the property described in the warranty deed referenced above and attached hereto.


Summer B. Finch

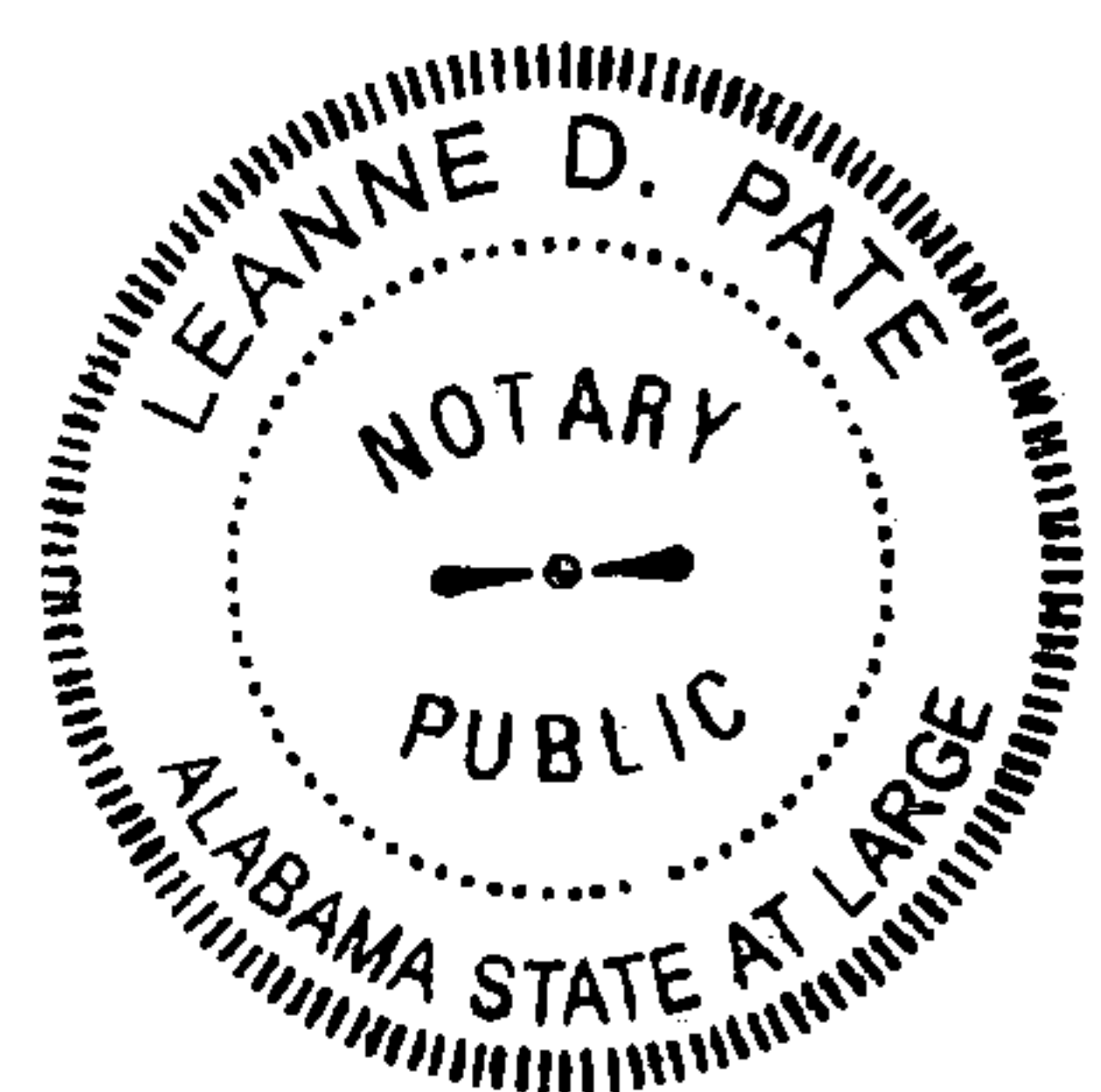
STATE OF ALABAMA)
COUNTY OF Chilton)

20230623000187520 2/7 \$40.00
Shelby Cnty Judge of Probate, AL
06/23/2023 01:56:23 PM FILED/CERT

Before me, the undersigned, a Notary Public, in and for said County and State on 23 day of **June 2023** personally appeared Summer B. Finch to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Leanne D. Pate
Notary Public



My Commission Expires: 10/26/25

(Attachments: Copy of Deed/Death Certificate)

Deborah M. Nickson
Attorney at Law
8436 Crossland Loop STE 112
Montgomery, AL 36117



20230623000187520 3/7 \$40.00
 Shelby Cnty Judge of Probate, AL
 06/23/2023 01:56:23 PM FILED/CERT

ALABAMA
Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State
File
Number

1. DECEASED LEGAL NAME Joshua Allesio Finch				2. DATE AND TIME OF DEATH May 22, 2023			
3. ALIAS NAME (IF ANY) None Given				4. DATE AND TIME PRONOUNCED DEAD May 22, 2023 1844			
5. COUNTY OF DEATH Shelby		6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE Calera, 35040		7. PLACE OF DEATH 412 Sherwood Circle			
8. SEX Male		9. LAST NAME PRIOR TO FIRST MARRIAGE				10. SERVED IN ARMED FORCES No	
11. AGE 33	UNDER 1 YEAR MONTHS	UNDER 1 DAY DAYS	HRS	MINS	12. DATE OF BIRTH Sep 8, 1989		13. BIRTHPLACE (State or Foreign Country) Georgia
15. MARITAL STATUS Married		16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE Summer Rogers				17. RESIDENCE STATE Alabama	
18. RESIDENCE COUNTY Shelby		19. CITY, TOWN OR LOCATION AND ZIP CODE Calera, 35040		20. STREET ADDRESS 412 Sherwood Circle			
21. INFORMANT NAME, RELATIONSHIP AND ADDRESS Summer Finch, Wife, 216 Hampton Drive, Calera, AL 35040							
22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE John Aaron Finch Sr				23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE Mary Ann Atkins			
24. DISPOSITION OF BODY Burial		25. CEMETERY OR CREMATORY Zion Friendship		26. LOCATION Eutaw, Alabama			
27. DATE OF DISPOSITION Jun 1, 2023		28. FUNERAL DIRECTOR OR OTHER AGENT Johnnie W Scott		29. LICENSE NUMBER		30. DATE SIGNED Jun 5, 2023	
31. FUNERAL HOME NAME AND ADDRESS Larkin and Scott Mortuary, 510 E Jefferson, Demopolis, AL 36732						32. LICENSE NUMBER	
33. MEDICAL CERTIFICATION: Coroner							
34. NAME David J Lash, Deputy Coroner				35. LICENSE NUMBER		36. DATE SIGNED May 31, 2023	
37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH PO Box 1321, Columbiana, Alabama 35051							
38. REGISTRAR Nicole Henderson Rushing						39. DATE FILED Jun 5, 2023	

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH							INTERVAL	
IMMEDIATE CAUSE	A. Exsanguination DUE TO (OR AS A CONSEQUENCE OF):						minutes	
	UNDERLYING CAUSE	B. Sharp force injury to the neck DUE TO (OR AS A CONSEQUENCE OF):						seconds
		C. DUE TO (OR AS A CONSEQUENCE OF):						
		D. DUE TO (OR AS A CONSEQUENCE OF):						
41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH Schizophrenia								
42. MANNER OF DEATH Suicide		43. PREGNANT (IF FEMALE)		44. AUTOPSY No	45. FINDINGS CONSIDERED	46. TOXICOLOGY No	47. FINDINGS CONSIDERED	48. TOBACCO USE CONTRIBUTED TO DEATH No
49. HOW INJURY OCCURRED Decedent with a multiple self inflicted knife wounds to the neck with previous history of attempts								
50. DATE AND TIME OF INJURY May 22, 2023			51. INJURY AT WORK No			52. IF TRANSPORTATION INJURY, SPECIFY		
53. PLACE OF INJURY Home			54. LOCATION OF INJURY 412 Sherwood Circle, Calera, AL					

ADPH HS E2/REV 01-21

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2023-295-869-4

June 7, 2023

Nicole H. Rushing
 Nicole Henderson Rushing
 State Registrar of Vital Statistics

20160609000198690 06/09/2016 09:42:09 AM DEEDS 2/4

DOC ID #: 00026072331306016

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01**



20230623000187520 6/7 \$40.00
Shelby Cnty Judge of Probate, AL
06/23/2023 01:56:23 PM FILED/CERT

20160609000198690 06/09/2016 09:42:09 AM DEEDS 3/4

DOC ID #: 00026072331306016

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Joshua A. Finch (Seal)
JOSHUA A. FINCH - Borrower

Summer B. Finch (Seal)
SUMMER B. FINCH - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

**MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01**

Planned Unit Development Rider
1007R-XX (05/08)



ADDENDUM C

20160609000198690 06/09/2016 09:42:09 AM DEEDS 4/4
LIMITED WARRANTY AGREEMENT

This Limited Warranty Agreement (this "Limited Warranty Agreement") is hereby entered into on 6/3/16, by Joshua A. Finch and Summer B. Finch (whether one or more "Purchaser"), and Embassy Homes, LLC ("Seller").

WHEREAS, Seller and Purchaser have heretofore entered into a New Home Sales Agreement dated as of 4/12/16 (the "Agreement"), of which this Limited Warranty Agreement is a part, for the sale by Seller and the purchase by Purchaser of a house (the "Residence") located upon that certain parcel of real property (the "Real Property") located in Shelby County, Alabama, which is more particularly described as Lot 92 according to the survey of Nottingham, Sector 4 as recorded in Map Book 43, Page 58 in the Office of the Judge of Probate of Shelby, Alabama; and

WHEREAS, Seller has agreed in the Agreement to provide to Purchaser and Purchaser has agreed to accept this Limited Warranty Agreement, in lieu of all other warranties and claims whatsoever, whether implied by law or otherwise.

NOW, THEREFORE, in consideration of the premises, the agreements herein, the agreements set forth in the above mentioned Agreement, the payment of the Total Purchase Price as set out in the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms and conditions of this Limited Warranty Agreement as follows:

1. Warranty Period. Seller does hereby provide to Purchaser this Limited Warranty Agreement on the Residence for a period of One (1) Year (the "Limited Warranty Period") beginning on the date hereof (the "Limited Warranty Commencement Date"), and Purchaser does hereby agree to the terms of this Limited Warranty Agreement and further agrees to accept this Limited Warranty Agreement as the only warranty given, in lieu of all other warranties of any kind, expressed or implied, with respect to the Residence and the sale thereof to Purchaser. The Limited Warranty Period has been negotiated between Seller and Purchaser as a part of the negotiation of the terms and provisions of the Agreement.

2. Limited Warranty. Seller hereby warrants to Purchaser that, for and during the Limited Warranty Period, the Residence will be free from Latent Defects, as hereinafter defined. If a Latent Defect occurs in an item which is covered by this Limited Warranty Agreement, Seller will repair, replace, or pay to Purchaser the reasonable cost of repairing or replacing any such item. Seller shall in its sole discretion determine whether to repair, replace, or pay the reasonable cost of repairing or replacing any such item. **THE LIABILITY OF SELLER IS STRICTLY LIMITED TO THE OBLIGATION TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM, AND ANY RIGHT THAT PURCHASER MIGHT HAVE TO RECOVER ANY OTHER OR ADDITIONAL DAMAGES IS HEREBY WAIVED AND EXCLUDED. PURCHASER ACKNOWLEDGES THAT THE SOLE REMEDY AVAILABLE TO PURCHASER HEREUNDER IS THE RIGHT TO REQUIRE SELLER TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM.** Steps taken by Seller to correct any Latent Defect under this Limited Warranty Agreement shall not extend the Limited Warranty Period.

3. Definition of Latent Defect. For the purposes of this Limited Warranty Agreement, a "Latent Defect" is defined as and limited to a defect in a necessary component in the Residence which (i) is not apparent at the Limited Warranty Commencement Date but which becomes apparent during the Limited Warranty Period; (ii) is not otherwise excluded in this Limited Warranty Agreement; (iii) results in actual physical damage to the Residence; (iv) is the direct result of the failure by Seller to construct the Residence in accordance with the applicable Building Standard portion of the Building Quality Standards Section attached hereto as Exhibit I (the "Building Quality Standards Section"); and (v) has been set forth in detail by Purchaser in a written notice to Seller given prior to the expiration of the Limited Warranty Period. The responsibility of Seller to repair or replace certain items with respect to which there might be a Latent Defect shall be as set forth in the Responsibility portion of the Building Quality Standards Section. If a specific Latent Defect is not addressed in the Building Quality Standards Section, then the applicable codes adopted by the local governing body with respect to residential construction standards (or if no such codes have been adopted, then the standards of construction prevailing in the geographical area of the Residence) will be used in lieu of the provisions of the Building Quality Standards Section. The Building Quality Standards Section lists specific defects that might occur within specified categories of the construction and the responsibilities of Seller and Purchaser with respect thereto, pursuant to the following format:

- Possible Defect - a brief statement of problems that may be encountered.
- Building Standard - a building standard relating to a specific defect.
- Responsibility - a statement of the corrective action, if any, required of Seller to repair the defect or a statement of Purchaser's maintenance responsibilities.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/09/2016 09:42:09 AM
\$24.00 CHERRY
20160609000198690

Joshua Finch
Initials JAF
SB