

STATE OF ALABAMA)
SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned JAMES EDWARD DEAN, a married man (Grantor) is the owner and record title holder of all that real property situated in Shelby County, Alabama and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (Property); and

WHEREAS, Grantor has heretofore executed and delivered to Jack R. Williams, Rosella M. Williams (now deceased), Gregory Durrett and Teresa Durrett (Mortgagee) that certain mortgage recorded in Instrument #20210601000267470 in the Office of the Judge of Probate of Shelby County, Alabama (Mortgage), conveying the Property as security for the indebtedness recited therein; and

WHEREAS, Grantor has requested that he be permitted to, and has agreed to, convey the Property to Jack R. Williams, individually, and Jack R. Williams (a/k/a Jackie R. Williams), in his capacity as the Personal Representative of the Estate of Rosella Marie Williams, Deceased, in consideration of a credit by Mortgagee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and the Mortgagee have mutually agreed upon the amount of the credit and Grantor acknowledges that such credit and other considerations given to Grantor by Mortgagee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Mortgagee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, JACK R. WILLIAMS, individually, and JACK R. WILLIAMS, in his capacity as the PERSONAL REPRESENTATIVE of the ESTATE OF ROSELLA MARIE WILLIAMS, DECEASED, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY in equal shares as tenants in common unto JACK R. WILLIAMS, individually, and JACK R. WILLIAMS, in his capacity as the PERSONAL REPRESENTATIVE of the ESTATE OF ROSELLA MARIE WILLIAMS, DECEASED (Grantee), all of the certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory

or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemptions, statutory or equitable.

TO HAVE AND TO HOLD to in equal shares as tenants in common to JACK R. WILLIAMS, individually, and JACK R. WILLIAMS, in his capacity as the PERSONAL REPRESENTATIVE of the ESTATE OF ROSELLA MARIE WILLIAMS, DECEASED, his/her/their successors and assigns, in fee simple forever.

That undersigned Grantor covenants with the Grantee that he is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend its title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantor and his heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set his hand and his seal hereunto, all on this 5th day of April, 2024.




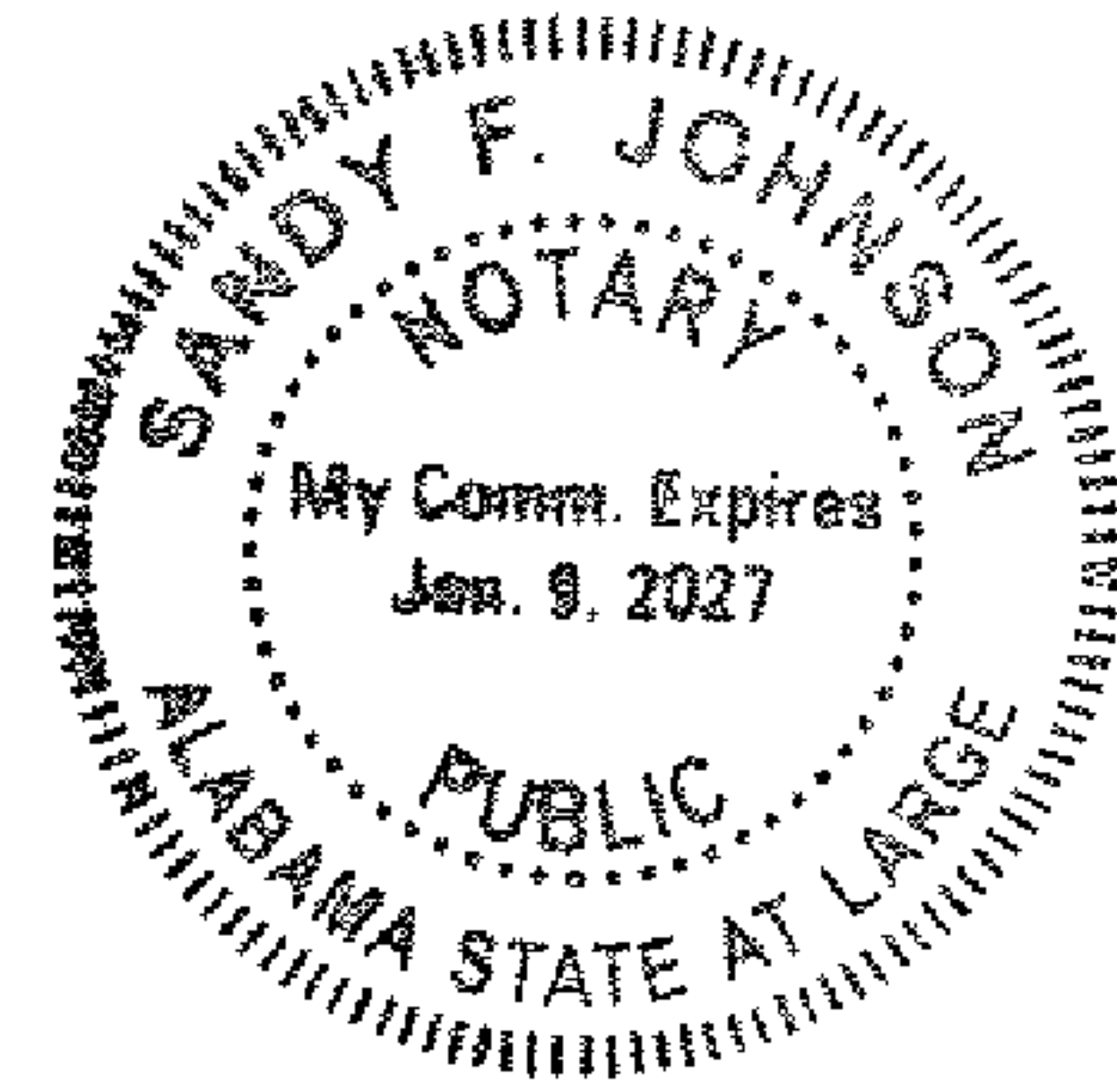
JAMES EDWARD DEAN

STATE OF ALABAMA)
 SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES EDWARD DEAN, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on 5th day of April, 2024.


Notary Public
Commission Expires: 1/9/2027



Instrument Prepared By:
Sandy F. Johnson
Attorney at Law
3156 Pelham Parkway, Suite 2
Pelham, Alabama 35124

EXHIBIT "A"

Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 24, Township 20 South, Range 3 West and run thence North along West line of said NW 1/4 of NW 1/4 347.63 feet; then turn an angle of 78 degrees 48 minutes to the right and run 297.50 feet to point of beginning (said point of beginning being on the South right of way line of Pelham- Helena Road right of way and on the East right of way line of the A.C.L. RR right of way) thence turn an angle of 5 degrees 34 minutes to the left and run in an Easterly direction along said Pelham-Helena Road right of way 178.5 feet to the West side of a dirt road; thence turn an angle of 94 degrees 46 minutes to the right and run 263.99 feet; (along the West right of way of said dirt road) thence turn an angle of 87 degrees 02 minutes to the right and run 105.30 feet to the East right of way line of the A.C.L. RR right of way; run thence in a Northwesterly direction along said Railroad right of way 265 feet, more or less, to the point of beginning. Mineral and Mining Rights Excepted.

The property herein conveyed does not constitute the homestead of the Grantor, nor that of his spouse, neither is it contiguous thereto.

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name James Edward Dean
 Mailing Address 1219 6th Ave NW
Alabaster, AL 35007

Grantee's Name Jack R. Williams and Estate of
 Mailing Address Rosella Williams, Deceased
PO Box 316
Shelby, AL 35143

Property Address 3117 Highway 52
Pelham, AL 35124

Date of Sale April 5, 2024
 Total Purchase Price \$ 392,459.19



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/09/2024 02:33:09 PM
 \$35.00 PAYGE
 20240409000102100

Ann S. Byrd

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 Agreement for Deed in Lieu of Foreclosure
☐ 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 4/5/2024

Print Sandy F. Johnson

Sign [Signature]

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1