

This instrument prepared by:
Michael Galloway, Esq.
3500 Blue Lake Drive, Suite 320
Birmingham, AL 35223

SEND TAX NOTICE TO:
Russell Watkins Curbo and DeAnn Elaine
Curbo
3755 County Road 331
Columbiana, AL 35051

WARRANTY DEED

Joint With Right Of Survivorship

STATE OF ALABAMA

)

)

SHELBY COUNTY

)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Four Hundred Twenty-Four Thousand Five Hundred And No/100 Dollars (\$424,500.00) paid by the grantee herein, the receipt of which is hereby acknowledged, I/we, Brent A. Barnewolt and Dana Ann Barnewolt, a married couple (hereinafter grantor, whether one or more), do grant, bargain, sell and convey unto Russell Watkins Curbo and DeAnn Elaine Curbo (hereinafter Grantees), as joint tenants with rights of survivorship, all of my/our right, title and interest in the following described real estate, situated in Shelby County, Alabama.

Commence at the SW corner of NW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama; thence 95 degrees, 22 minutes, to the right from the section line, 207.36 feet to the point of beginning of the property being described; thence continue along last described course 461.15 feet to a point in the centerline of a gravel road; thence 126 degrees, 48 minutes, left 131.43 feet to a point; thence 18 degrees, 14 minutes, right 128.10 feet to a point; thence 17 degrees, 30 minutes left 296.60 feet to a point; thence 90 degrees, left 253.93 feet to a point; thence 60 degrees, 49 minutes, left 319.16 feet to the point of beginning. Being situated in the NW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama.

Also: The exclusive water rights to the well which is located approximately 122 feet North of the SW corner of NW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 2 West, and approximately 12 feet East of the 1/4 line of said 1/4-1/4 section; said exclusive rights to the use of said well shall be perpetual, however, in the event said well shall go dry or cease to supply adequate water for domestic consumption to the residence on said property being conveyed, said water rights and all related rights and easements shall terminate completely. Purchasers shall have in addition to said exclusive water rights, an easement 5 feet in width, the center line of which is the existing water line leading from said well to the residence on the property being conveyed which said easement shall be limited to the purpose of transferring water from said well to said residence and to maintain the water line located thereon.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

Subject to a third party mortgage in the amount of \$339,600.00 executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with rights of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance that (unless the joint tenancy created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

Grantor does, for Grantor and for Grantor's heirs, executors and administrators covenant with the said Grantees as joint tenants, with rights of survivorship, their heirs executors and administrators, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors and administrators shall warrant and defend the same to the said Grantees, and their heirs, executors and administrators forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on this 17th day of May, 20 24.

Brent A. Barnewolt

Brent A. Barnewolt

Dana Ann Barnewolt

Dana Ann Barnewolt

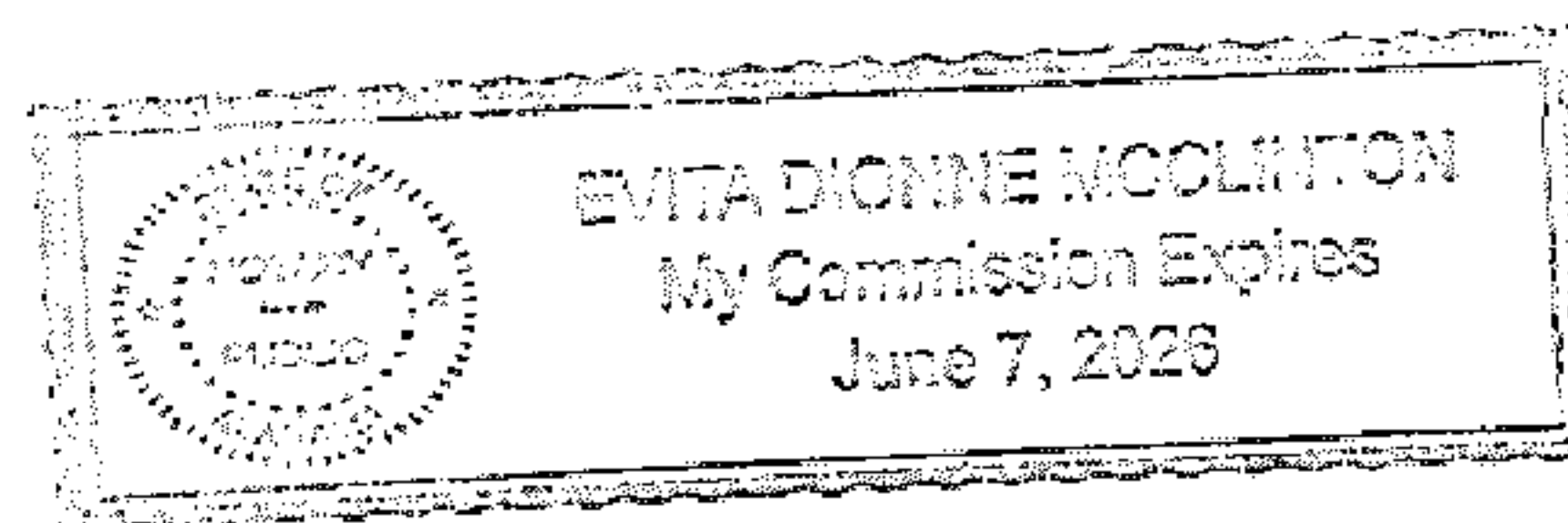
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brent A. Barnewolt and Dana Ann Barnewolt whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 17 day of May, 20 24

[Signature]
Notary Public

My commission expires: 6-7-26



Real Estate Sales Validation Form

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

Grantor's Name	Brent A. Barnewolt and Dana Ann Barnewolt	Grantee's Name	Russeli Watkins Curbo and DeAnn Elaine Curbo
Mailing Address	2513 Dead Hollow Rd S Harpersville, AL 35078	Mailing Address	3755 County Road 331 Columbiana, AL 35051
Property Address	3755 County Road 331 Columbiana, AL 35051	Date of Sale	May 17, 2024
		Total Purchase Price	\$424,500.00
		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
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other: _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

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: May 17, 2024

Sign _____

Agent



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/20/2024 01:43:30 PM
\$113.00 BRITTANI
20240520000149010

Brittani