

This Instrument Prepared By:

\$ 439,000.00 (Purchase Price)



HARPOLE LAW, LLC

Ann Harpole, Esq.

82 Plantation Point, PMB #206
Fairhope, Alabama 36532
Telephone (251)928-5856

2092187
STATE OF ALABAMA

§
§
§

WARRANTY DEED

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That in consideration of FOUR HUNDRED THIRTY NINE THOUSAND DOLLARS AND NO/100 (\$439,000.00), good and valuable consideration, in hand paid by the GRANTEE/S herein, the receipt whereof is acknowledged, we, **KENNETH L. ARMSTRONG and CELESTE P. ARMSTRONG, husband and wife**, (hereinafter referred to as **GRANTORS**), do hereby, subject to the matters, limitations, and exceptions hereinafter described, GRANT, BARGAIN, SELL, AND CONVEY unto **JOSEPH SLADE HINKLEY AND KATIE MARIE HINKLEY, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR IN FEE SIMPLE,** (hereinafter referred to as **GRANTEE/S**), the following real property located in Shelby County, Alabama:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto said GRANTEE/S as set out hereinabove, its/their heirs, successors and assigns, forever.

THE CONVEYANCE OF SAID PROPERTY BY GRANTORS TO GRANTEE/S IS MADE SUBJECT TO:

1. Taxes for current and subsequent years.
2. Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.
3. Building setback lines, easements and other matters set forth on recorded plat of said subdivision.
4. Restrictive covenants contained in instrument(s) recorded in Instrument No. 20140415000109390.
5. Terms, conditions, obligations, rules, regulations and by-laws of Ballantrae Residential Association, Inc. as evidenced by the Articles of Incorporation recorded in Instrument No. 20031003000667760.

6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, ligite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the property described herein, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. No representation is made herein as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. It is the intent of the Grantors to convey any such interest which they might own to the Grantee/s herein.

And we do for ourselves and for our heirs, executors, and administrators, warrant and covenant with the said GRANTEE/S, as well as with its/their heirs, successors and assigns, that we are lawfully seized of an indefeasible estate in fee simple of said premises; that we are in quiet and peaceable possession thereof; that they are free from all encumbrances, except the matters to which this conveyance has been specifically made subject; that we have a good right to sell and convey the same as aforesaid; and that we will, and our heirs, executors, and administrators SHALL WARRANT AND DEFEND THE SAME TO THE SAID GRANTEE/S, AND TO ITS/THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOREVER, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hands and seals this 6th day of August, 2023.

[Signature]
KENNETH L. ARMSTRONG

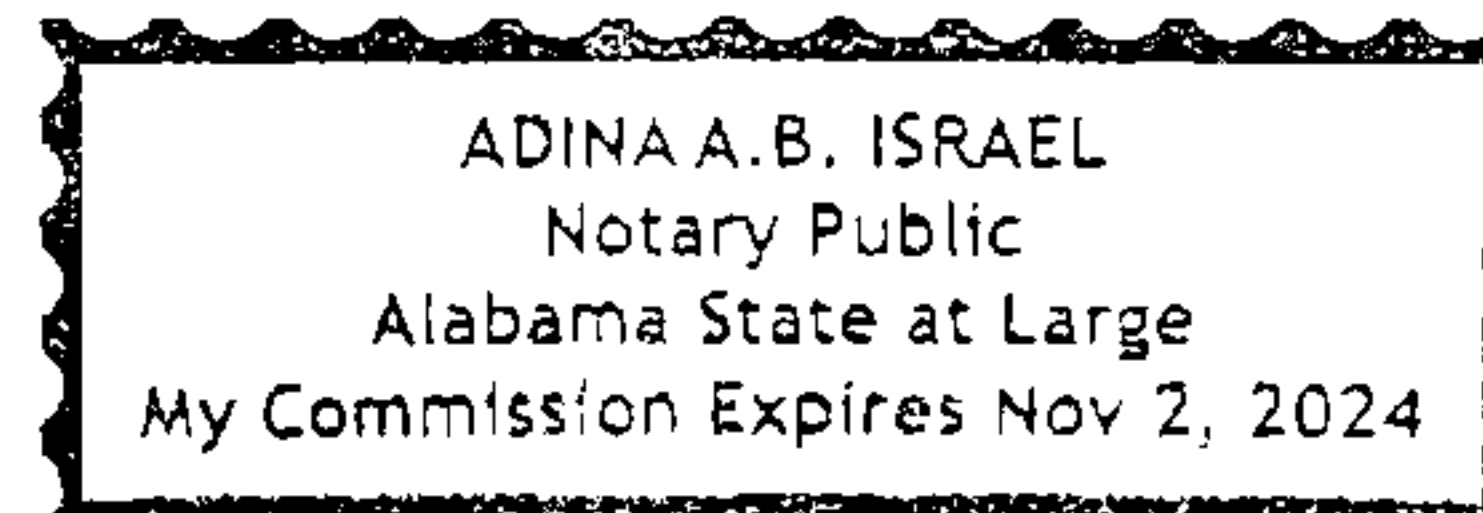
[Signature]
CELESTE P. ARMSTRONG

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said State, hereby certify that, **KENNETH L. ARMSTRONG, husband of Celeste P. Armstrong**, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2023.
(AFFIX NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires: November 2, 2024

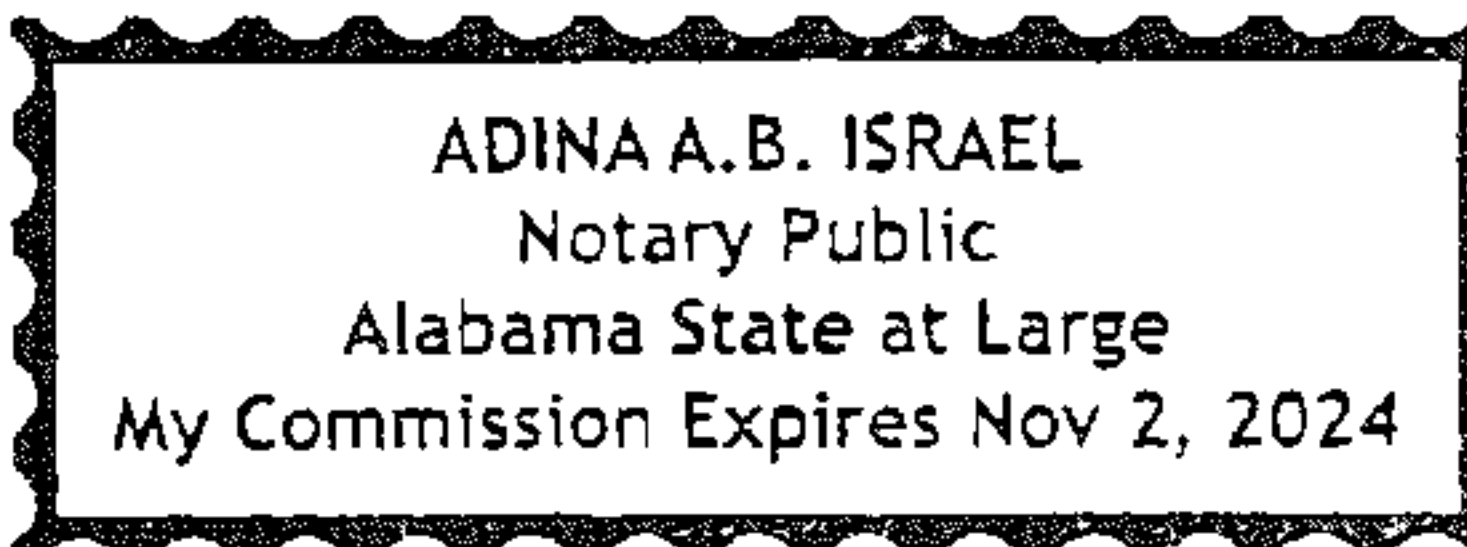


STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public, in and for said State, hereby certify that, **CELESTE P. ARMSTRONG, wife of Kenneth L. Armstrong**, 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 said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of August, 2023.
(AFFIX NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires: November 2, 2024



PROPERTY ADDRESS:
366 Strathaven Drive
Pelham, AL 35124

GRANTEE'S ADDRESS:

GRANTOR'S ADDRESS:

THIS DEED SHALL BE MADE EFFECTIVE AS OF: May 15, 2024

NOTE: The scrivener of this instrument has not reviewed the probate records and does not give an opinion as to the status of the title to the Property. The scrivener and Harpole Law, LLC represent neither the Grantor(s) or Grantee(s). Independent counsel should be consulted for legal advice, if desired by either party.

EXHIBIT A

**LOT 1686, ACCORDING TO THE SURVEY OF STRATHAVEN AT BALLANTRAE PHASE 5,
AS RECORDED IN MAP BOOK 44, PAGE 12, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.**

Real Estate Sales Validation Form

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

Grantor's Name	Kennth L. Armstrong Celeste P. Armstrong	Grantee's Name	Joseph Slade Hinkley Katie Marie Hinkley
Mailing Address	N27 W23681 Paul Road Pequaukee, WI 53072	Mailing Address	366 Strathaven Drive Pelham, AL 35124
Property Address	366 Strathaven Drive Pelham, AL 35124	Date of Sale	15th day of May, 2024
		Total Purchase Price	\$439,000.00
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Closing Statement	

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

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.

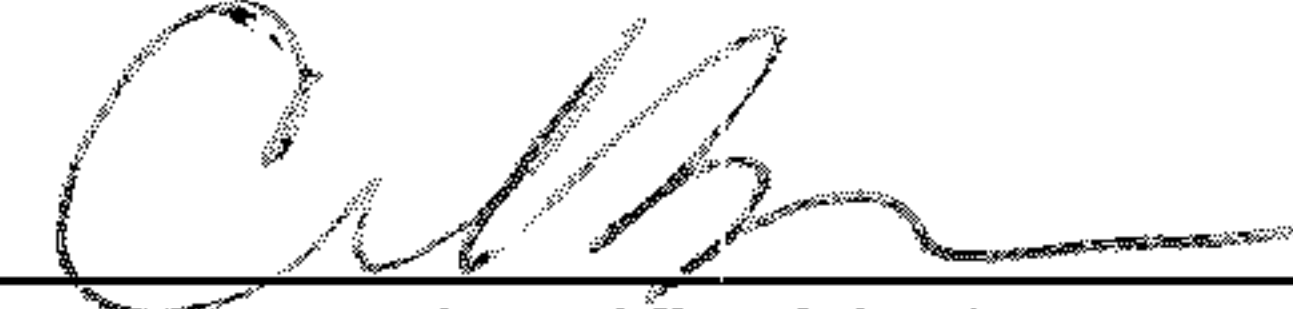
Date of Sale - the date on which interest to the property was conveyed.

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 <u>05/15/2024</u>	 _____ (verified by)	Print <u>Joseph Slade Hinkley</u>	
Unattested		Sign <u>Joseph Slade Hinkley</u>	(Grantor/Grantee/owner/agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/23/2024 11:27:57 AM
\$42.00 PAYGE
20240523000153590

Allen S. Bayl