

THIS INSTRUMENT PREPARED BY:
Joseph W. Spransy
2320 Arlington Avenue S.
Birmingham, AL 35205

SEND TAX NOTICE TO:
H. Teresa Hayes
309 Windchase Trace
Birmingham, AL 35242

THIS INSTRUMENT HAS BEEN PREPARED STRICTLY IN ACCORDANCE WITH INFORMATION SUPPLIED BY THE PARTIES HERETO. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED OF PREPARER BY EITHER GRANTOR OR GRANTEE, AND NONE WAS CONDUCTED AND/OR RENDERED.

WARRANTY DEED



20250508000139680 1/4 \$502.50
Shelby Cnty Judge of Probate, AL
05/08/2025 01:45:06 PM FILED/CERT

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That in consideration of One Hundred and No/100 Dollars (\$100.00) and other valuable consideration to the undersigned GRANTORS, in hand paid by GRANTEE herein, the receipt whereof is acknowledged, we, **Kenneth D. Hayes and H. Teresa Hayes**, husband and wife, (herein referred to as "GRANTORS"), do grant, bargain, sell and convey to the **Kenneth D. and H. Teresa Hayes Revocable Living Trust** (herein referred to as "GRANTEE"), all of the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 39, according to the survey of Windchase, Givanpour's Addition to Meadow Brook, as recorded in Map Book 18 Page 55 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. The lien for ad valorem taxes due in the current year or any subsequent year but not yet payable.
2. Library district assessments payable in the current year or any subsequent year but not yet payable.
3. Transmission line permits to Alabama Power Company as shown by instrument recorded in Deed 129 Page 550 in Probate Office.
4. Restrictions, covenants and conditions as set out in instrument recorded in Map Book 18 Page 55 A & B in Probate Office.
5. Encroachment of fence as shown in survey by Kenneth Weygand dated September 9, 1993.

Shelby County, AL 05/08/2025
State of Alabama
Deed Tax: \$470.50

KDH HTH
(initials)

6. Encroachments, set back lines, covenants, restrictions and conditions as set forth in the Plat for Windchase, Givanpour's Addition to Meadow Brook, as recorded in Map Book 18 Page 55 A and B in the Probate Office of Shelby County, Alabama and as set forth in the Declaration of Protective Covenants for Windchase Subdivision, recorded in inst. #1994-10992 in the Probate Office of Shelby County, Alabama.
7. Mineral and mining rights not owned by the Grantor.
8. All easements, mortgages, liens, encumbrances, covenants, restrictions, rights-of-way, and reservations of mineral rights, and other matters of record in the Probate Office of Shelby County, Alabama, together with any deficiencies in quantity of land, easements, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the property conveyed herein.

Grantor shall not be liable for and Grantee hereby waives and releases Grantor, their respective heirs, successors, executors, assigns, and administrators from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or Grantor's respective predecessors in title to the said Property.

Grantee does, for itself, its heirs, successors or assigns, herewith covenant and agree to take all measures to prevent sediment (and other pollutants in water used in the construction process or storm water runoff from disturbed areas) from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the Property for the collection of the cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, their respective heirs, successors, executors, assigns, and administrators.

TO HAVE AND TO HOLD unto said GRANTEE, its heirs, successors, and assigns forever. And we do for ourselves and for our heirs, successors, executors, assigns, and administrators covenant with the said Grantee, its heirs, successors, and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all liens and encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, successors, executors, assigns, and administrators shall warrant and defend the same to the said GRANTEE, their heirs, successors, and assigns forever, against the lawful claims of all persons.



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KDH AWH
(initials)

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 15 day of April, 2025.

GRANTORS

Kenneth Dean Hayes

Kenneth Dean Hayes Seal)

H. Teresa Hayes

H. Teresa Hayes Seal)

Acknowledgments

STATE OF ALABAMA)

COUNTY OF Jefferson



20250508000139680 3/4 \$502.50
Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said county and state, hereby certify that Kenneth Dean Hayes, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily and knowingly on the day the same bears date.

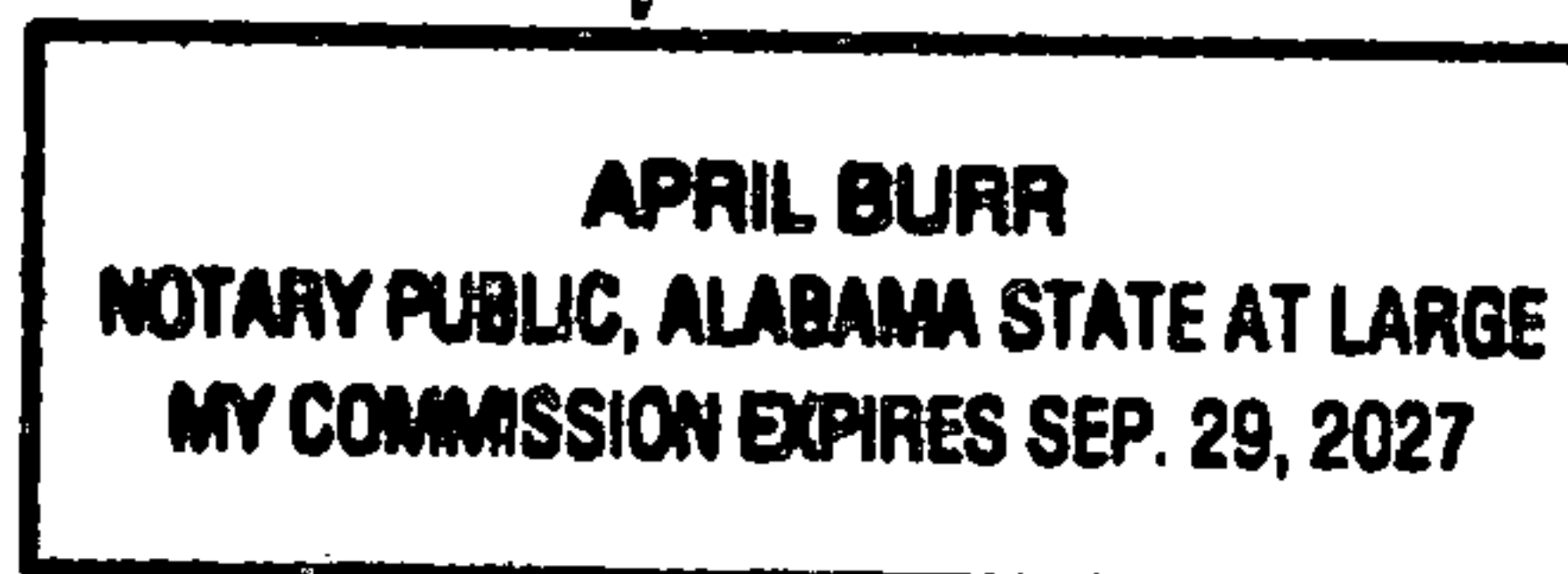
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 2025.

[Notarial Seal]

April Burr
Notary Public
My Commission Expires: 9/29/27

STATE OF ALABAMA)

COUNTY OF Jefferson



I, the undersigned, a Notary Public in and for said county and state, hereby certify that Kenneth Dean Hayes, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily and knowingly on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15th day of April, 2025.

[Notarial Seal]

APRIL BURR
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 29, 2027

April Burr
Notary Public
My Commission Expires: 9/29/27

SOURCE OF TITLE: Inst. # 1997-31149 (dated 09/26/1997 -31149)

KDH HTH
(initials)



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Real Estate Sales Validation Form

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

Grantors' Names	Kenneth Dean Hayes & H. Teresa Hayes	Grantee's Name	Kenneth D. & H. Teresa Hayes Revocable Living Trust
Mailing Address	309 Windchase Trace Birmingham, AL 35242	Mailing Address:	309 Windchase Trace Birmingham, AL 35242
Property Address:	309 Windchase Trace Birmingham, AL 35242	Date of Transfer	April 15, 2025
		Total Purchase Price	
		or	
		Actual Value	
		or	
		Assessor's Market Value	\$470,300 \$465,5000.00

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 Shelby County Tax Valuation
☐ 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 April 15, 2025
Unattested Andrew A. Sprau
(verified by)

Print: Kenneth Dean Hayes & H. Teresa Hayes
Sign: Kenneth Dean Hayes
Grantor/Grantee/Owner/Agent (circle one)