

1487661

REAL ESTATE SALES VALIDATION FORM

The following information is provided pursuant to Code of Alabama §40-22-1 (1975).
The undersigned Grantor does attest, to the best of Grantor's knowledge and belief that the information in this document is true and accurate. The Grantor understands that any false statement claimed on this form may result in the imposition of the penalties indicated in Code of Alabama §40-22-1 (h) (1975).

Grantor's Name Richard I. and Evelyn M. Haus Grantee's Name Joseph J. and Joan A. Kelly-Sassone
Mailing Address _____ Mailing Address 2277 Oyster Bay Lane

Property Address 2277 Oyster Bay Lane Date of Sale 11-24-14
Gulf Shores AL 36542 Total Purchase Price \$ 105,000.00
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)
____ Bill of Sale; ____ Appraisal; ____ Sales Contract; ☒ Closing Statement;
____ Other _____

STATE OF ALABAMA :

COUNTY OF BALDWIN :

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **RICHARD I. HAUS and EVELYN M. HAUS, AS TRUSTEES OF THE RICHARD I. HAUS AND EVELYN M. HAUS TRUST DATED APRIL 22, 1996**, ("Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid to the Grantor by **JOSEPH J. SASSONE and JOAN A. KELLY-SASSONE**, ("Grantees"), the receipt and sufficiency of which is hereby acknowledged, subject to all matters and things hereinafter set forth, has this day bargained and sold and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantees, as tenants in common, and with equal rights and interests for the period or term that the said Grantees shall both survive and unto the survivor of the said Grantees, at the death of the other, all that real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

Unit No. 204 of Oyster Bay Villa Two, a Condominium, according to condominium documents of record, as follows ; Declaration of Condominium and By-Laws of Oyster Bay Villa Two, a Condominium, dated December 31, 1982 and recorded February 3, 1983, in Miscellaneous Book 44, pages 226-252 (Declaration) and pages 253-266 (By-Laws), as amended in Affidavit recorded in Real Property Book 239, Page 284; and Amendments in Miscellaneous Books 56, page 1779 and 70, page 1350; as such condominium is further described and defined by the Architects' Certification Drawings of Oyster Bay Villa Two, a condominium, filed February 10, 1983, in Apartment Book 5, pages 274-275; TOGETHER WITH the undivided interest in the common elements declared in said Declaration to be appurtenant to said unit.

LESS AND EXCEPT such oil, gas and other mineral interests and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED HEREIN ARE MADE SUBJECT TO THE FOLLOWING:

1. Reservation of oil, gas, and minerals and rights in connection therewith as contained in Deed from Jane Lores to Samuel G. McKerral, Erskin P. Fillingim and Marta Fillingim, dated June 5, 1981, and recorded in Real Property Book 93, page 1401.

2. Reservation of oil, gas, and minerals and rights in connection therewith as contained in Deed from Samuel G. McKerrall, Marianna McKerrall, Erskin P. Fillingim and Marta Fillingim to Oyster Bay Village, LTD., dated June 5, 1981, and recorded in Real Property Book 101, page 1502.
3. Reservation of oil, gas, and minerals and rights in connection therewith as contained in Deed from Samuel G. McKerrall, Marianna McKerrall, Erskin P. Fillingim and Marta Fillingim, to Oyster Bay Village, LTD., dated June 6, 1981, and recorded in Real Property Book 101, page 687.
4. Merger Agreement between all Homeowners Associations located in the Oyster Bay Village Community recorded in Miscellaneous Book 70, page 1442, and the Articles of Amendment recorded at Instrument 1012573.
5. Oyster Bay Village Master Agreement Regarding Land and Facilities, dated May 25, 1982, and recorded in Real Property Book 383, page 216.
6. Oil, gas and mineral lease from Erie H. Meyer to Getty Oil Company, dated March 13, 1981, and recorded in Real Property Book 87, page 915.
7. Articles of Incorporation of Oyster Bay Villa Two, a condominium, Owners Association, Inc., recorded in Miscellaneous Book 44, pages 267-282, as amended in Miscellaneous Book 56, page 1779, and Real Property Book 239, page 284; and Merger Agreement recorded in Miscellaneous Book 74, pages 107-112, and any further amendments.
8. Easement granted the Utilities Board of the City of Gulf Shores, in Real Property Book 421, page 1502.
9. Amendment by the Planning Commission of the City of Gulf Shores of the Subdivision Regulations of the City of Gulf Shores filed May 27, 1997 in Miscellaneous Book 93 page 1379, as amended by Instrument recorded at Instrument 493242, as further amended by instruments recorded at Instrument 534263; Instrument 534264; Instrument 534265; Instrument 534266; Instrument 534267; Instrument 535644; Instrument 545891, Instrument 629528, Instrument 650108, Instrument 650109, and Instrument 650111, Instrument 672072, Instrument 704127, Instrument 778241, Instrument 892694, Instrument 910082, Instrument 916627, Instrument 929695, Instrument 950327, Instrument 966382, Instrument 1019852, Instrument 1033861, Instrument 1043288, Instrument 1054960, and Instrument 1350785, and any amendments thereto.
10. Gulf Shores, Alabama, Land Use Plan filed May 30, 2008 at Instrument 1118937, Resolution Adopting the Land Use Plan for the City of Gulf Shores recorded at Instrument 1118935, amendment recorded at Instrument 1118936, and all amendments thereto.
11. Covenants, restrictions, reservations, limitations, conditions, uses, agreements, easements, options and other provisions contained in that certain Declaration of Condominium of Oyster Bay Villa Two, a condominium, dated December 31, 1982, and recorded in Miscellaneous Book 44, Pages 226-266, and all exhibits thereto, including the By-Laws of Oyster Bay Villa Two Owners Association, Inc., and drawings recorded in Apartment Book 5, pages 274-275; as amended in affidavit dated December 13, 1985, and recorded in Real Property Book 239, page 284; amendments in Miscellaneous Book 56, page 1779 and Miscellaneous Book 70, page 1350.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantees, as tenants in common, and with equal rights and interests for the period or term that the said Grantees shall both survive and unto the survivor of the said Grantees, at the death of the other, and to the heirs and assigns of said Grantees, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due which are assumed by the Grantees, Grantors do, for Grantors and for the heirs and assigns of Grantors, hereby covenant with the Grantees that Grantors are seized of an indefeasible estate in fee simple in said property, is in quiet and peaceable possession thereof, that said property is free and clear of all encumbrances, and that Grantors do hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the quiet and peaceable

possession thereof, unto the Grantees, and to the heirs and assigns of said Grantees, against the lawful claims of all persons whomsoever.

It is the intention of the Grantees herein that the title be taken in their joint names as tenants in common with cross-contingent remainders to the survivor in fee, and that this estate be destructible only with the consent of all Grantees.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 21 day of Nov, 2014.

Richard I. Haus (SEAL)
RICHARD I. HAUS,
AS TRUSTEE OF THE RICHARD I. HAUS AND
EVELYN M. HAUS TRUST DATED APRIL 22, 1996

Evelyn M. Haus (SEAL)
EVELYN M. HAUS,
AS TRUSTEE OF THE RICHARD I. HAUS AND
EVELYN M. HAUS TRUST DATED APRIL 22, 1996

STATE OF Indiana
COUNTY OF Boone

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RICHARD I. HAUS, acting in his capacity as TRUSTEE OF THE RICHARD I. HAUS AND EVELYN M. HAUS TRUST DATED APRIL 22, 1996, 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, in his capacity as such Trustee, has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of November, 2014.

[Signature]
NOTARY PUBLIC
My Commission Expires: 09/28/2020

STATE OF Indiana
COUNTY OF Boone

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EVELYN M. HAUS, acting in her capacity as TRUSTEE OF THE RICHARD I. HAUS AND EVELYN M. HAUS TRUST DATED APRIL 22, 1996, 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, in her capacity as such Trustee, has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of November, 2014.

[Signature]
NOTARY PUBLIC
My Commission Expires: 09/28/2020

THE SCRIVENER OF THIS DEED REPRESENTS NEITHER
GRANTOR NOR GRANTEE AND RECOMMENDS
EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL
TO REVIEW SAID DOCUMENT.

THIS INSTRUMENT PREPARED BY:
G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 14.3996