



## (RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

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STATE OF ALABAMA)

**COUNTY OF SHELBY)** 

SEND TAX NOTICE TO:

GWENDOLYN HUDSON 1120 VILLAGE TRAIL CALERA, ALABAMA 35040

## **WARRANTY DEED**

Lot 113, according to the Survey of Waterford Village-Sector 1, as recorded in Map Book 27, Page 100, in the Probate Office of Shelby County, Alabama.

\*\* SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF EVAN D. JOHNSON, JR. NOR HIS SUBJECT TO:

RESPECTIVE SPOUSE.

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2004 WHICH CONSTITUTES A LIEN BUT IS NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2005.
- 2. 15 FOOT ALLEY EASEMENT ON THE FRONT AND REAR OF SUBJECT PROPERTY, AS SHOWN BY RECORDED MAP.
- 3. 8 FOOT EASEMENT ON REAR AND A 15 FOOT EASEMENT ON THE FRONT OF SAID PROPERTY, AS SHOWN BY RECORDED MAP.
- 4. ORDINANCE WITH CITY OF CALERA, AS RECORDED IN INST. 2000-0006.
- 5. RIGHT OF WAY TO SHELBY COUNTY, AS RECORDED IN DEED BOOK 240-36.
- 6. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO AS RECORDED IN INST. 1995-1640 AND REAL 345-744.
- 7. TERMS AND CONDITIONS AS RECORDED IN INST. 1995-1640.
- 8. ARTICLES OF WATERFORD HOME OWNERS ASSOCIATION, AS RECORDED IN INST. 2001-12817.
- 9. ARTICLES OF ORGANIZATION OF WATERFORD LLC AS RECORDED IN INST. 1999-49065.
- 10. RESTRICTIVE COVENANTS AS RECORDED IN INST. 2001-12818.

- 11. DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS, AS RECORDED IN INST. 2000-40215 AND AMENDED IN INST. 2001-12819.
- 12. GRANT TO THE STATE OF ALABAMA FOR RAILROAD, AS RECORDED IN REAL 278-5.
- 13. RELEASE OF DAMAGES AS RECORDED IN INST. 1995-1640 AND REAL 345-744.
- 14. 40 FOOT EASEMENT FROM WATERFORD PARKWAY, AS SHOWN ON RECORDED MAP.
- 15. 8 FOOT EASEMENT ON THE NORTH SIDE OF SAID PROPERTY, AS SHOWN ON RECORDED MAP.

\$118,146.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, his, her or their heirs and assigns, forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, WILLIAM M. JACKSON and MOLLY A. JACKSON,\*have hereunto set his, her or their signature(s) and seal(s), this the 13th day of January,2005. \*AND EVAN D. JOHNSON, JR.

WILLIAM M. JACKSON

MOLLY

EVAN D. JOHNSON, JR

A. JACKSON

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that WILLIAM M. JACKSON, MOLLY A. JACKSON 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, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of January, 2005.

Notary Public

My commission expires:

## STATE OF ALABAMA) COUNTY OF SHELBY)

## **ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that EVAN D. JOHNSON, JR. 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, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of January, 2005.

Notaly Public

My commission expires: (1)