



20051107000577850 1/2 \$21.50
Shelby Cnty Judge of Probate, AL
11/07/2005 01:10:56PM FILED/CERT

This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
116 Saint Charles Drive
Helewa, AL 35080

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED FORTY EIGHT THOUSAND AND NO/100 DOLLARS (\$148,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **JAMES A. GARDNER AND JUDY M. GARDNER, HUSBAND AND WIFE** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **SARAH B. TROTTER** (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 23, according to the Survey of Magnolia Park, St. Charles Place, Phase Three, Sector One, as recorded in Map Book 21, Page 4, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

- (1) Taxes or assessments for the year 2006 and subsequent years not yet due and payable;
- (2) Mineral and mining rights not owned by the Grantor
- (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1996-10740 in the Probate Office; (b) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1994-36801 and Volume 176 page 186 (Jefferson County) in the Probate Office; (c) Restrictions, limitations, conditions and other provisions as set out in Map Book 21 Page 4 in the Probate Office; (d) Building setback line of 20 feet reserved from St. Charles Drive as shown by plat; (e) Easements as shown by recorded plat, including 10 feet on the Northeasterly side of the land.

To Have And To Hold to the said grantee, his, her or their heirs and assigns forever.

\$140,600.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, 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 encumbrances, unless otherwise stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

31st In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this day of October, 2005.

 (SEAL)
James A. Gardner

Shelby County, AL 11/07/2005
State of Alabama

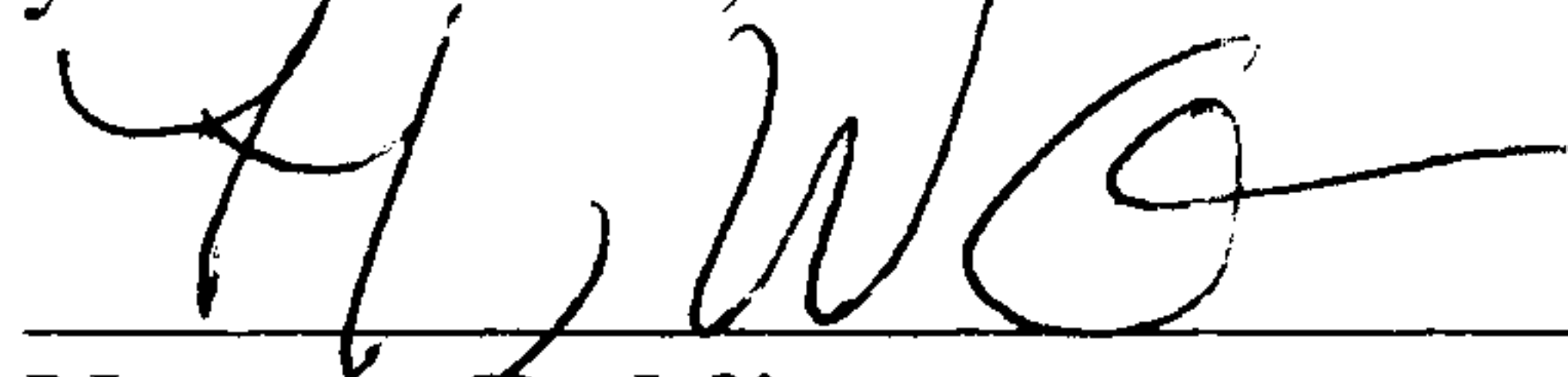
Deed Tax: \$7.50

 (SEAL)
Judy M. Gardner

STATE OF ALABAMA
COUNTY OF SHELBY

I, HARRY W. GAMBLE, a Notary Public in said and for said County, in said State, hereby certify that **James A. Gardner and Judy M. Gardner, Husband and Wife**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of October, 2005.



Notary Public

My Commission Expires: 3/1/08