



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

Send tax notice to:

911 Savannah Lane  
Calera, AL 35040

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**WARRANTY DEED**

Know All Men by These Presents: That in consideration of **ONE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$138,500.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **HENRY H. BARNETT, Jr., A SINGLE MAN** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **MATTHEW F. LUCAS**, (herein referred to as grantee, whether one or more), the following described real estate, situated in SHELBY County, Alabama, to-wit:

**Lot 15, according to the Survey of Savannah Pointe, Sector II, Phase IV, as recorded in Map Book 29, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

Subject to:

- (1) Taxes or assessments for the year 2009 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) Building setback line of 20 feet reserved from Savannah Lane as shown by plat.
  - (b) Easements as shown by recorded plat, including 7.5 feet on the Northwesterly side, 8 feet within the building setback line and irregular on the Easterly side of the land.
  - (c) (d) Restriction, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1999-25577, Inst. No. 2000-39586, Inst. No. 2000-01702, Inst. No. 2000-01055 and Inst. No. 2002-06452 in the Probate Office.
  - (e) Easement(s) to Southern Natural Gas as shown by instrument recorded in Deed 90 Page 477 in the Probate Office.
  - (f) Rights reserved by grantors set out in Deed 170 Page 169 to jeep a gate as to access road.
  - (g) Rights of Others to use Access Easement set out in Deed 170 Page 169 in the Probate Office.
  - (h) Restrictions, limitations, conditions and other provisions as set out in Map Book 29 Page 45 in the Probate Office.
  - (i) Rights of Others to use of Easement for ingress, egress and utilities as set out in deed recorded in Real 289 Page 557 in the Probate Office.

\$ 110,800.00 of the purchase price recited above was paid from a 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 fee from



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Shelby Cnty Judge of Probate, AL  
05/04/2009 09:30:19 AM FILED/CERT

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.

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

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 24 day of April, 2009.

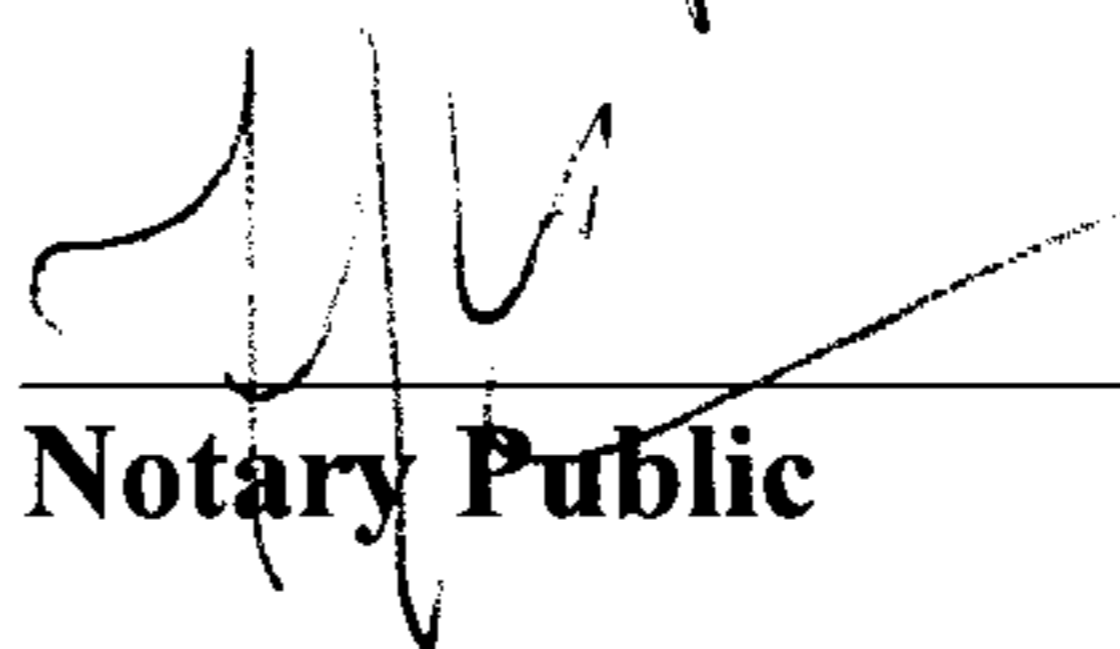
 (SEAL)  
Henry H. Barnett, Jr.

**STATE OF ALABAMA**  
**COUNTY OF JEFFERSON**

Deed Tax : \$28.00

The Undersigned, a Notary Public in said and for said County, in said State, hereby certify that **Henry H. Barnett, 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 this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of April, 2009.

  
Notary Public

HARRY GAMBLE  
NOTARY PUBLIC  
STATE OF ALABAMA  
MY COMMISSION EXPIRES FEB. 18, 2012