


SEND TAX NOTICE TO:  
**Walter Stockli and Zehra Stockli**  
**4636 Lake Valley Drive**  
**Hoover, Alabama 35244**

**This instrument was prepared by:**  
**Shannon E. Price, Esq.**  
**P. O. Box 19144**  
**Birmingham, AL 35219**

  
20101101000364410 1/2 \$227.50  
Shelby Cnty Judge of Probate, AL  
11/01/2010 12:42:34 PM FILED/CERT

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**  
**SHELBY COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of **Two Hundred Twelve Thousand Five Hundred dollars & no cents (\$212,500.00)**  
To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,  
**David T. McMahan and wife, Robin M. McMahan**(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and  
convey unto **Walter Stockli and wife, Zehra Stockli**(herein referred to as **GRANTEE(S)**), as joint tenants, with right of  
survivorship, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

**LOT 48A, ACCORDING TO THE SURVEY OF SOUTHLAKE TOWNHOMES,  
FIRST ADDITION, AS RECORDED IN MAP BOOK 13, PAGE 32, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Subject to:**

1. All taxes for the year 2010 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Such state of facts as shown on subdivision plat recorded in Plat Book 13, Page 32.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but limited to, oil, gas, sand and gravel in, on and under subject property.
9. Covenants and restrictions as recorded in Real Volume 160, Page 495 and Real Volume 199, Page 367.
10. Riparian and other rights created by the fact that the subject property lies adjacent to Rutherford Lake.
11. Right of Way to Alabama Power Company as recorded in Volume 104, Page 213.
12. Release of damages, as recorded in Volume 296, Page 470.
13. Permitted land uses as recorded in Volume 160, Page 492.
14. Agreement regarding use of lake as recorded in Volume 7, Page 771.
15. Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkways and entrance.

Shelby County, AL 11/01/2010  
State of Alabama  
Deed Tax : \$212.50

*RM/DW*



16. 5' easement rear as shown on recorded Map Book 13, Page 32.
17. Right of Way to Alabama Power Company as recorded in Book 127, Page 140.
18. Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Real 263, Page 604; Real 160, Page 492; Real 160, Page 495 and Real 199, Page 367 in the Probate Office of Shelby County, Alabama.
19. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 127, Page 140.

**TO HAVE AND TO HOLD** Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, 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**, their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF, GRANTOR(S)** have hereunto set my (our) hand(s) and seal(s), this **October 28, 2010**

David T. McMahan (Seal)  
David T. McMahan

Robin M. McMahan (Seal)  
Robin M. McMahan

STATE OF ALABAMA  
JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David T. McMahan and wife, Robin M. McMahan, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **28th** day of **October, 2010**.

Gerrit Preston Hall  
Notary Public.

(Seal)

My Commission Expires:

4/6/2014