This instrument prepared by David A. Bedgood Bedgood Law Firm, LLC 160 Yeager Parkway Suite 105 Pelham, Alabama 35124 File #DAB11-409

Send Tax notice to: James D. Connell & Jeanne B. Connell 199 Thoroughbred Lane Alabaster, Alabama 35007

THE STATE OF ALABAMA (COUNTY OF SHELBY)

## WARRANTY DEED

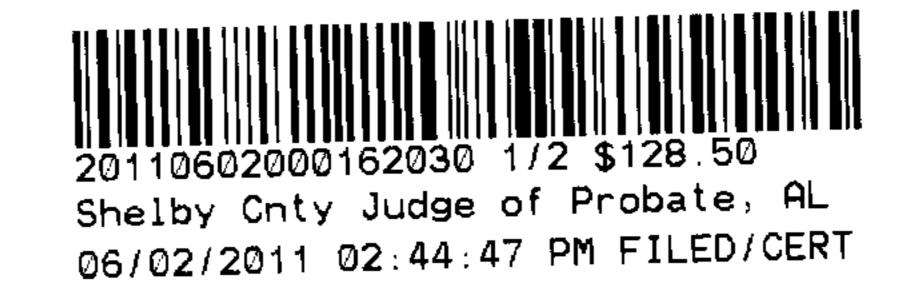
KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One hundred thirteen thousand five hundred and No/100 DOLLARS (\$113,500.00), and other valuable considerations to the undersigned GRANTOR(S) in hand paid by the GRANTEE(S) herein, the receipt whereof, is hereby acknowledged I, James Connell aka James D. Connell, a married man, (herein referred to as GRANTOR, does hereby GRANT, BARGAIN, SELL AND CONVEY unto James D. Connell and his wife, Jeanne B. Connell, (herein referred to as GRANTEES), their heirs, successors and assigns in fee simple, the following described real estate situated in the County of SHELBY, and State of Alabama, to-wit:

Lot 89, according to the Survey of Final Plat of Saddle Lake Farms, Second Addition, Phases 3, 4, 5, 6 & 7 as recorded in Map Book 29, page 34 in the Office of the Judge of Probate of Shelby County, Alabama.

The grantor warrants that the land conveyed herein is not the homestead of the grantor nor is it the homestead of the grantor's spouse.

This conveyance is made subject:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. (a) Taxes or special assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
- 7. Taxes and assessments for the year 2010 and subsequent years, not yet due and payable.
- 8. Covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is not permitted by applicable law.
- 9. Declaration of Condominium of Saddle Lake Farms, a Condominium as recorded in RLPY 1995 page 17533 as amended by Instrument 1996-21491, 2000-19433, 2001-33976, 2001-50962
- 10. By-laws of Saddle Lake Farms Association, Inc., as recorded in RLPY 1995 page 17533 and amended by Instrument numbers 20050816000420310, 20070425000191120, 2007071100032590 and 20071121000533410.
- Articles of Incorporation of Saddle Lake Farms Association, Inc. as recorded in RLPY 1995 page 17530.
- 12. Terms of Agreement and Indemnification as recorded RLPY 2001 page 38317.
- 13. Terms as set forth in Instrument number 20050816000420310.



- 14. Easement to Robert and Jamie Thacker as recorded in Instrument # 2002-9617 and revised in Instrument # 20020712000325950.
- 15. All items on Plat recorded in MB 29 page 34.
- 16. Agreement for Traffic Enforcement as recorded in Instrument number 20090213000051200.
- 17. Terms and conditions of Offering Statement recorded in Instrument number 1996-21492.
- 18. Statutory right of redemption of Crystal Marie Marietta and Joey Marietta and all other parties lawfully entitled thereto pursuant to Title 6-5-247, et seq., Code of Alabama, 1975, and amendments thereto which right of redemption arises from foreclosure of the mortgage from Crystal Marie Marietta and Joey Marietta to MERS as Nominee for Countrywide Home Loans, dated December 15, 2004, and recorded in Instrument number 20041202000403200 and as subsequently assigned. Said foreclosure being held April 20, 2011 as evidenced by Foreclosure Deed dated April 20, 2011, in the amount of \$200,300.00 and recorded in Instrument number 20110429000129670.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then the survivor of them in fee simple, and to their heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S), their heirs, successors and assigns FOREVER.

And GRANTOR(S) do covenant with the said GRANTEE(S), their heirs, successors and assigns, that they (are) lawfully seized in fee simple of the aforementioned premises, that it is free from all encumbrances, except as hereinabove provided, they have a good right to sell and convey the same to the said GRANTEE(S), their heirs, successors and assigns forever, and that GRANTOR(S) will WARRANT AND DEFEND the premises to the said GRANTEE(S), their heirs, successors and assigns forever, against the lawful claims and demands of all persons, except as hereinabove provided.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 31<sup>st</sup> day of May 2011.

WITNESS:

James Connell a/k/a James D. Connell

THE STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, James Connell a/k/a James D. Connell, whose name is signed to the foregoing and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31<sup>st</sup> day of May 2011.

SEAL

My Commission Expires:

20110602000162030 2/2 \$128.50 Shelby Cnty Judge of Probate, AL 06/02/2011 02:44:47 PM FILED/CERT