

Send tax notice to:


SAL MARINO
189 STONEGATE DRIVE
BIRMINGHAM, ALABAMA, 35242

STATE OF ALABAMA
Shelby COUNTY

This instrument prepared by:
CHARLES D. STEWART, JR.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

2014130

WARRANTY DEED


20140508000139670 1/2 \$267.00
Shelby Cnty Judge of Probate, AL
05/08/2014 03:01:44 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, JON GREGORY HOAGLAND and PATTI C. HOAGLAND, HUSBAND AND WIFE **whose mailing address is: 2324 FARLEY PLACE, BIRMINGHAM, AL 3526** (hereinafter referred to as "Grantors") by SAL MARINO and PAULA MARINO **whose mailing address is: 184 STONEGATE DRIVE BIRMINGHAM, AL 35242** (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 8, ACCORDING TO THE SURVEY OF STONEGATE REALTY PHASE ONE, AS RECORDED IN MAP BOOK 29, PAGE 4A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2013 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2014.
2. AGREEMENTS AS RECORDED IN INST. NO. 1993-8112 (APPLIES ONLY TO THAT PART OF LAND LYING WITHIN 100 FEET OF THE WATER'S EDGE OF EACH OF THE TWO LAKES ON THE LAND)
3. TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS CONTAINED IN THE AGREEMENT RECORDED IN INST. NO. 1993-8110.
4. EASEMENT AND USE RESTRICTIONS AGREEMENT AS RECORDED IN INST. NO. 2001-02969.
5. OPTION AGREEMENT AS RECORDED IN INST. NO. 2001-02970.
6. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT PER RECORDED PLAT.
7. RESTRICTIVE COVENANTS AND GRANT OF LAND EASEMENT FOR UNDERGROUND TRANSMISSION LINE TO ALABAMA POWER COMPANY AS RECORDED IN INST. NO. 2002-18715.
8. RIGHT OF OTHERS TO USE OF LAKE.
9. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOCUMENT RECORDED IN INST. NO. 2001-5954 AS AMENDED AND RESTATED IN INST. NO. 2001-12016 TOGETHER WITH ARTICLES OF INCORPORATION OF STONEGATE FARMS PROPERTY OWNERS ASSOCIATION, INC. AS RECORDED IN INSTRUMENT NO. 201-5955, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
10. EASEMENT TO ALABAMA POWER CO. AS RECORDED IN DEED BOOK 176, PAGE 381; DEED BOOK 185 AT PAGE 475; REAL 15, PAGE


899; DEED BOOK 148, PAGE 18; DEED BOOK 182 AT PAGE 326, DEED BOOK 184 AT PAGE 172; DEED BOOK 138, PAGE 307; DEED BOOK 240, PAGE 444; DEED BOOK 321, PAGE 269; DEED BOOK 331, PAGE 840; DEED BOOK 310, PAGE 991; DEED BOOK 242, PAGE 148 AND DEED BOOK 180 AT PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

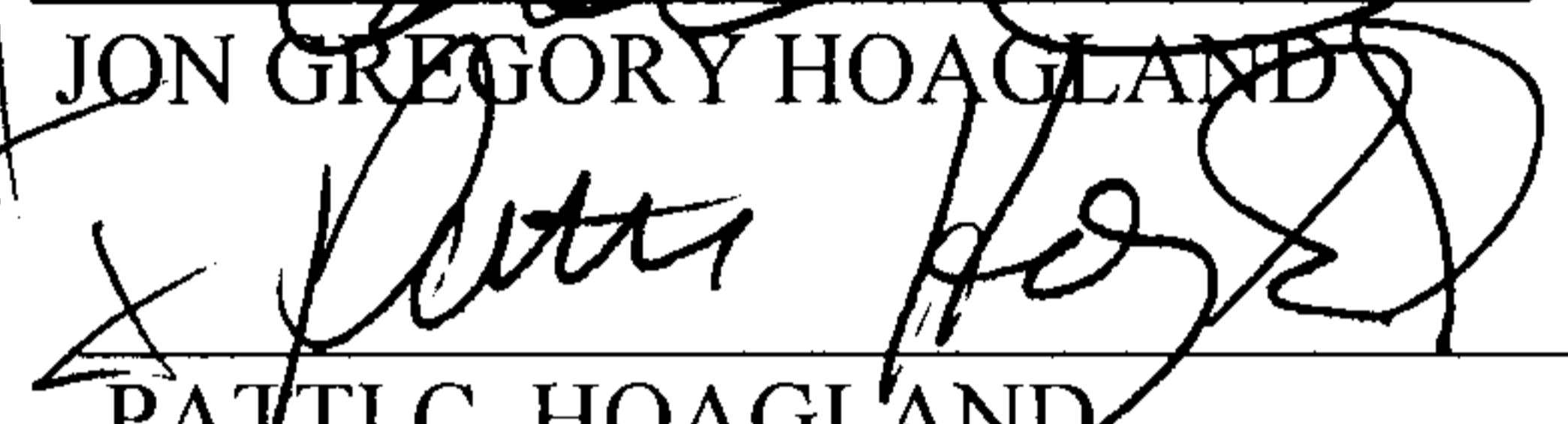
11. EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT NO. 20061212000602220, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
12. 30 FOOT STORM AND TRAIL EASEMENT AS SHOWN ON MAP BOOK 29, PAGE 4A AND 4B.
13. NONEXCLUSIVE EASEMENT TO USE THE DEVELOPMENT ROADS AS MORE PARTICULARLY DEFINED AND DESCRIBED IN THE COVENANTS.

^{150,000}
~~\$6,000~~ OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.


TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 9th day of April, 2014.



JON GREGORY HOAGLAND


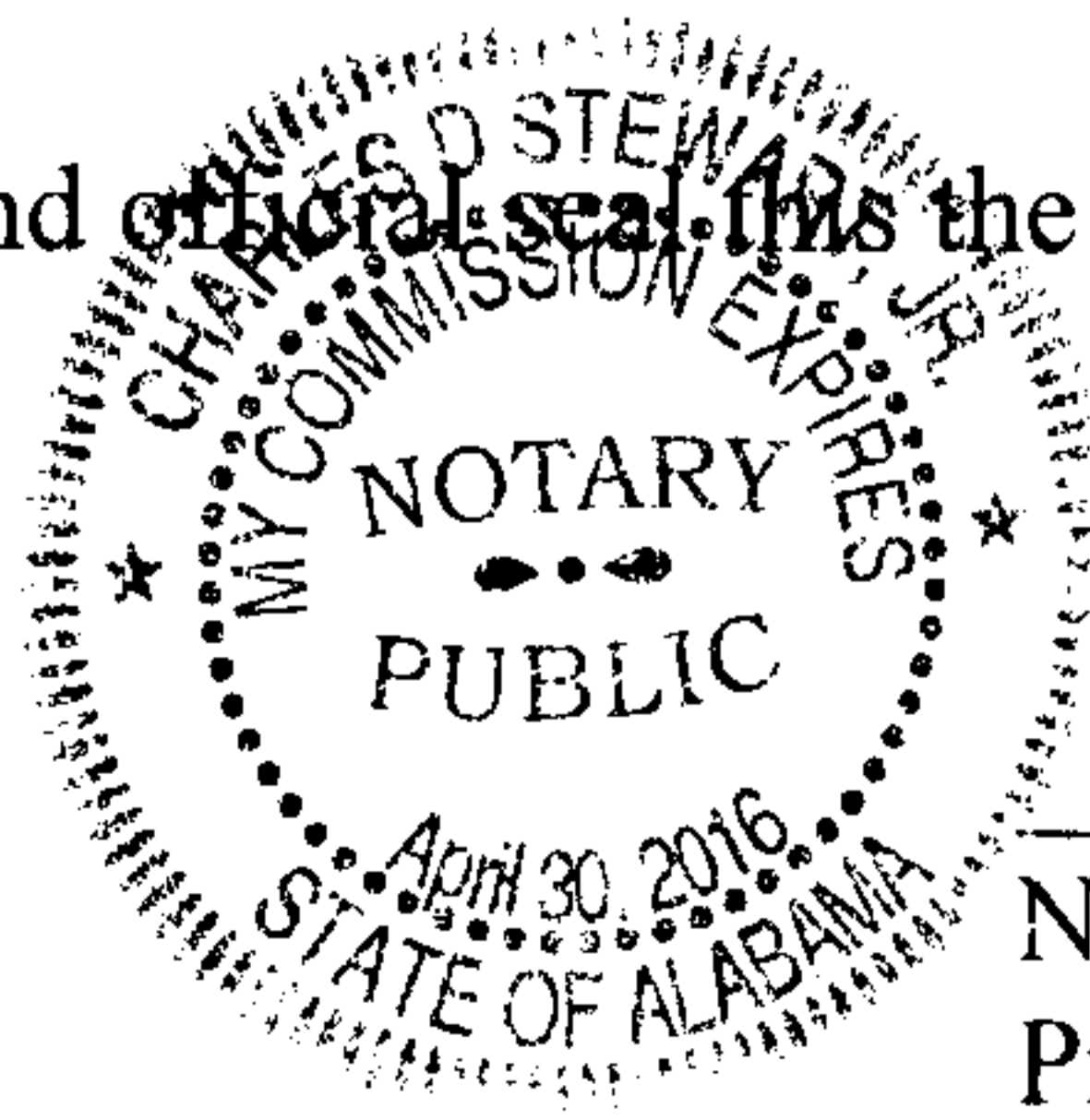
PATTI C. HOAGLAND


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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JON GREGORY HOAGLAND and PATTI C. HOAGLAND, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of April, 2014..





Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires:

4-30-16