

Send tax notice to:


LAURYN R. BORGSCHULTE
917 NARROWS POINT DR
BIRMINGHAM, AL, 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

2014655

WARRANTY DEED


20150108000008830 1/2 \$36.50
Shelby Cnty Judge of Probate, AL
01/08/2015 02:14:48 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Ninety-Three Thousand Five Hundred and 00/100 Dollars (\$193,500.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, DEBRA LAWRENCE MERCK, an UNMARRIED WOMAN **whose mailing address is:**

6 Flycatcher Way Arden, NC 28704
(hereinafter referred to as "Grantors") by LAURYN R. BORGSCHULTE **whose mailing address is:** 917 NARROWS POINT DR, 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, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 72, ACCORDING TO THE FINAL PLAT OF NARROWS POINT, PHASE 5, AS RECORDED IN MAP BOOK 35, PAGE 90 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT NO. 2000-9755; 1ST AMENDMENT AS RECORDED IN INSTRUMENT NO. 2000-17136; 2ND AMENDMENT IN INSTRUMENT NO. 2000-36696; 3RD AMENDMENT IN INSTRUMENT NO. 2001-38328; 4TH AMENDMENT IN INSTRUMENT NO. 20020905000424180; 5TH AMENDMENT IN INSTRUMENT NO. 20021017000508250; 6TH AMENDMENT IN INSTRUMENT NO. 20030716000450980 AND 7TH AMENDMENT IN INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2014 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2015.
2. 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.
3. TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY AS RECORDED IN DEED BOOK 103, PAGE 154; DEED BOOK 123, PAGE 420 AND DEED BOOK 103, PAGE 181.
4. RIGHT OF WAY TO SOUTH CENTRAL BELL TELEPHONE COMPANY AS RECORDED IN DEED BOOK 324, PAGE 840 AND DEED BOOK 321, PAGE 610, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Shelby County, AL 01/08/2015
State of Alabama
Deed Tax: \$19.50

5. RIGHT OF WAY TO STATE OF ALABAMA AS RECORDED IN DEED BOOK 296, PAGE 441, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
6. NATURAL GAS SUPPLY AGREEMENT AS RECORDED IN INSTRUMENT NO. 2000-1818.
7. RESTRICTIONS AS NOTED ON MAP BOOK 35, PAGE 90 A & B.
8. RESTRICTIVE COVENANTS FOR THE NARROWS RESIDENTIAL AS RECORDED IN INSTRUMENT NO. 2000-9755; 1ST AMENDMENT AS RECORDED IN INSTRUMENT NO. 2000-17136; 2ND AMENDMENT IN INSTRUMENT NO. 2000-36696; 3RD AMENDMENT IN INSTRUMENT NO. 2001-38328; 4TH AMENDMENT IN INSTRUMENT NO. 20020905000424180; 5TH AMENDMENT IN INSTRUMENT NO. 20021017000508250; 6TH AMENDMENT IN INSTRUMENT NO. 20030716000450980 AND 7TH AMENDMENT IN INSTRUMENT NO. 20050831000450840.
9. ASSIGNMENT OF DEVELOPERS RIGHTS FROM EQUINE PARTNERS, LLC TO KOO, LLC AS RECORDED IN INSTRUMENT NO. 2000-40514.
10. RESTRICTIVE COVENANT AND GRANT OF LAND EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT NO. 20040910000506070.
11. MEMORANDUM OF SEWER SERVICE AGREEMENTS REGARDING NARROWS POINT IN FAVOR OF DOUBLE OAK WATER RECLAMATION, LLC AS RECORDED IN INSTRUMENT NO. 20121102000422250.

\$174,150.00 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

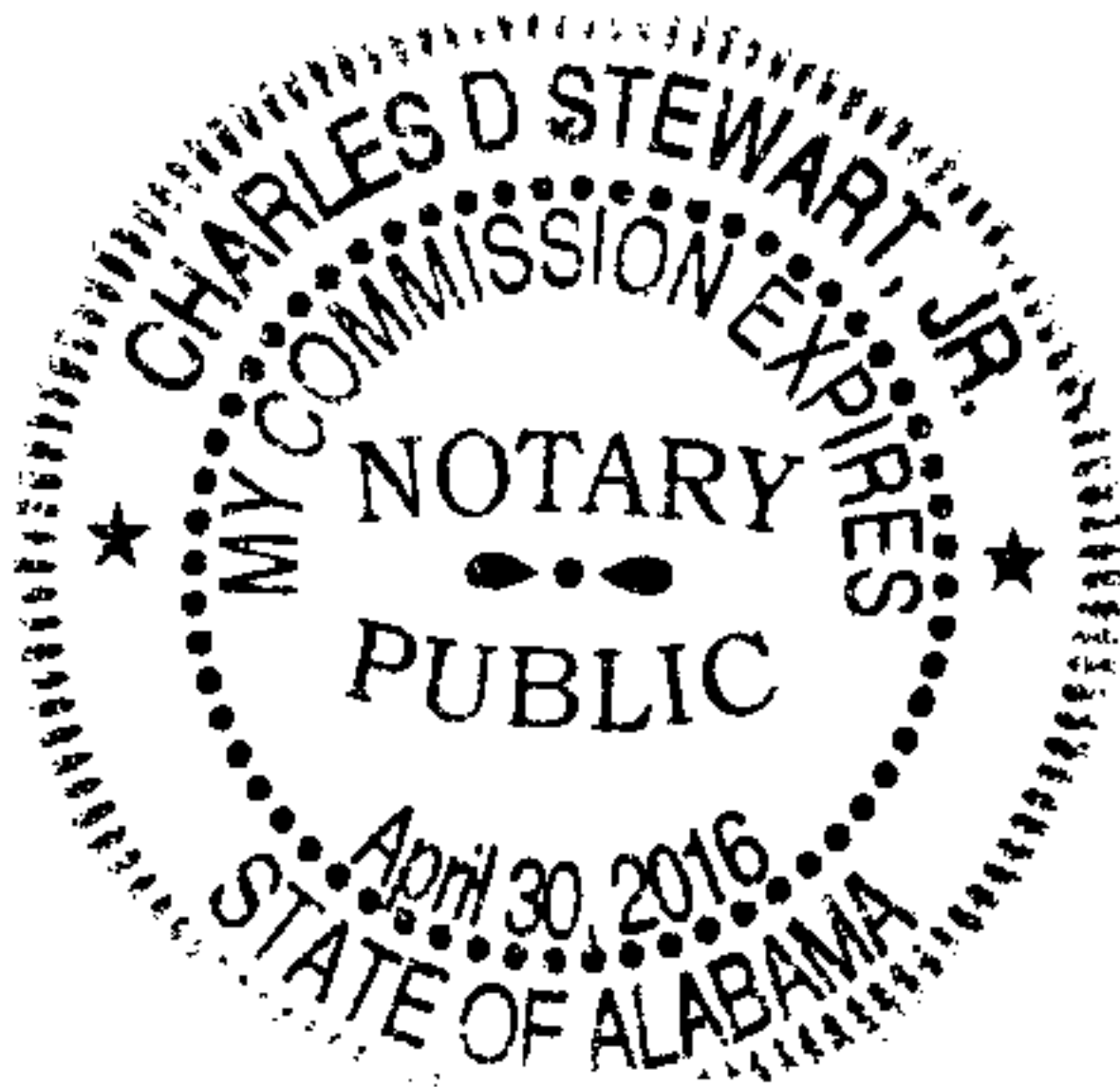
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 13 day of December, 2014.

Debra Lawrence Merck
DEBRA LAWRENCE MERCK

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DEBRA LAWRENCE MERCK, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of December, 2014.



Notary Public
Print Name.
Commission Expires.

Charles D Stewart Jr
12-30-16



20150108000008830 2/2 \$36.50
Shelby Cnty Judge of Probate, AL
01/08/2015 02:14:48 PM FILED/CERT