

Send tax notice to:
DELIA S KELL
300 FAIRFAX WAY
BIRMINGHAM, AL 35242

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

STATE OF ALABAMA
Shelby COUNTY

2015362

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Forty-Two Thousand Nine Hundred and 00/100 Dollars (\$342,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, GARY L MARXEN, JR. AND LAUREN WOLFE MARXEN, HUSBAND AND WIFE whose mailing address is: 633 Avenida De Mayo, Sarasota FL 34242 (hereinafter referred to as "Grantors") by DELIA S KELL and RAYMOND E KELL, JR. whose mailing address is: 300 FAIRFAX WAY, 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 44, according to the Survey of Glen at Greystone, Sector 1, as recorded in Map Book 15, Page 97, in the Probate Office of Shelby County, Alabama.

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. Right granted to Alabama Power Company to construct, install, operate and maintain all conduits, cables, translosures, and other appliances and facilities useful or necessary for overhead and underground transmission and distribution of electric power and for underground communication service as set forth by instrument recorded in Instrument # 1992-26824.
3. Agreement with Alabama Power Company for Underground Residential Distribution as shown by instrument(s) recorded in Book 386, Page 389.
4. Title to all minerals within and underlying the premises, together with all 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 Deed Book 121, Page 294 and Deed Book 60, Page 260.
5. Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, Page 799.
6. Covenant and Agreement for Water Service, as set out in agreement recorded in Book 235, Page 574.
7. Greystone Close Development Declaration of Covenants and Restrictions as recorded in Book 346, Page 873, and First Amendment as recorded in Book 380, Page 635.

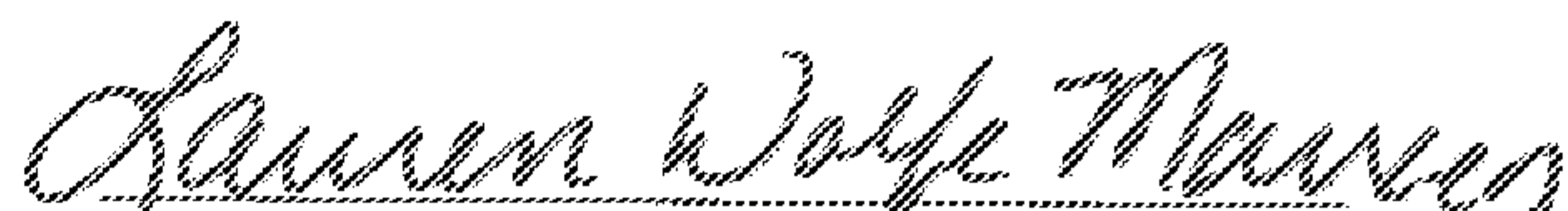
8. Greystone Close Development Reciprocal Easement Agreement which gives access to certain cross-easements and Hugh Daniel Drive and provides for certain assessments for maintenance of the same as recorded in Book 346, Page 848; First Amendment as recorded in Book 380, Page 639, in Probate Office, and Second Amendment as recorded in Instrument # 1993-26220 and Third Amendment as recorded in Instrument # 1995-16399.
9. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc., recorded in Book 350, Page 545.
10. Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument # 1992-26824.
11. Restrictions as shown on recorded map(s).
12. Amended and restated covenants as set out in Instrument recorded in Book 265, Page 96.
13. Easements and building line as shown on recorded map.

\$142,900.00 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 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 15th day of June, 2015.


GARY L MARXEN, JR.


LAUREN WOLFE MARXEN

STATE OF Florida

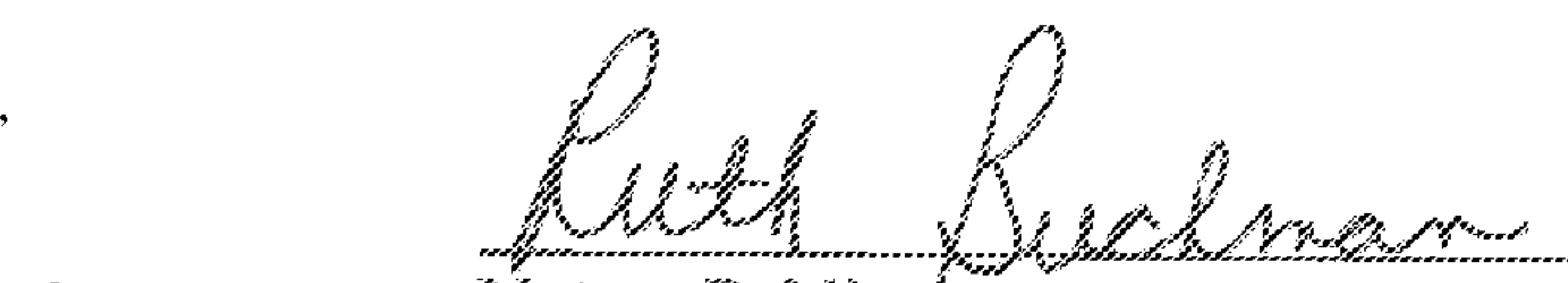
COUNTY OF Sarasota

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARY L MARXEN, JR. AND LAUREN WOLFE MARXEN whose name(s) is/are signed to the foregoing instrument, and who is/are 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 11 day of June, 2015.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/16/2015 12:30:57 PM
\$67.50 CHERRY
20150616000201420


Notary Public
Print Name: Ruth Buchman
Commission Expires: August 13, 2016



NOTARY PUBLIC
RUTH BUCHMAN
MY COMMISSION # EE 224375
EXPIRES: August 13, 2016
Served Thru Budget Notary Services