Send tax notice to:

IEFFREY GLOVER

1020 KINGSTON RD

CHELSEA, AL, 35043

This instrument prepared by: Charles D. Stewart, Jr. Attorney at Law 4898 Valleydale Road, Suite A-2 Birmingham, Alabama 35242

STATE OF ALABAMA

2015581

Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Four Hundred Ten Thousand and 00/100 Dollars (\$410,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, DAVID ACTON BUILDING CORP., A CORPORATION whose mailing address is: 4898 VALLEYDALE ROAD, SUITE A4, BIRMINGHAM, AL 35242 (hereinafter referred to as "Grantor") by JEFF GLOVER AND CANDICE GLOVER whose mailing address is: 1020 KINGSTON RD, CHELSEA, AL, 35043 (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 1-13, ACCORDING TO THE SURVEY OF CHELSEA PARK, FIRST SECTOR, PHASE 1 AND PHASE II, AS RECORDED IN MAP BOOK 34, PAGE 21 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA

SUBJECT TO:

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2014 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2015.
- 2. Easements and building line as shown on recorded map(s).
- 3. Restrictions, limitations and conditions as shown on recorded map(s).
- 4. Easement(s) to BellSouth Telecommunications, Inc., as recorded in Instrument # 20050923000496730.
- 5. Easement Agreement as recorded in Instrument # 20040816000457750.
- 6. Conservation easement and restrictions as set out in Instrument # 20041228000703990, Instrument # 20031222000822880, Instrument # 20041228000703980, and Instrument # 20041228000703970.
- 7. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 112, Page 111 and Real Book 207, Page 380; Real Book 220, Page 521 and Real Book 220, Page 532.
- 8. Right(s) of way to Colonial Pipeline Company, as recorded in Deed Book 283, Page 716.
- 9. Easement(s) to City of Chelsea, as recorded in Instrument # 20040120000033550.
- 10. Terms, conditions, covenants, casements and release of damages as set out in Instrument # 20040922000521690.
- 11. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real Book 194, Page 54.
- 12. Declaration of Easements and Master Protective Covenants, Agreements, Easements, Charges and Liens for Chelsea Park, as set out in instrument recorded in Real Book 194, Page 254, in the Probate Office, along with Articles of Incorporation of Chelsea Park Homeowner's Association, Inc. as recorded in Real

- Incorporation of Chelsea Park Homeowner's Association, Inc. as recorded in Real Book 194, Page 281 and By-Laws of Association, Inc. as recorded in Real Book 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real Book 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Chelsea Park, and as set out in Instrument #2000-00933.
- 13. Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Real Book 194, Page 40 and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real Book 194, Pages 1 and 20.
- 14. Drainage Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set on in instrument dated April 14, 1987 and recorded in Real Book 125, Page 238.
- 15. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real Book 125, Page 249 and Real Book 199, Page 18.
- 16. Terms, agreements and right of way to Alabama Power Company as recorded in Real Book 181, Page 995; Instrument #20050203000056200; and Instrument #20050203000056190.
- 17. Agreement concerning Electric Service to NCNB/Chelsea Park and Alabama Power Company recorded in Real Book 306, Page 119.
- 18. Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real Book 308, Page 1; Real Book 220, Page 339 and Instrument #1992-14567.
- 19. Restrictive Covenant & Agreement as set out in the Deed from NCNB National Bank of North Carolina to Chelsea Park Limited Partnership, dated October 12, 1993 and recorded in Instrument #1993-32511.
- 20. Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions set out in Real Book 307, Page 950 and Supplement in Instrument #1998-40199.
- 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 32, Page 48; Deed Book 111, Page 625; Deed Book 121, Page 294 and Deed Book 178, Page 529.
- Notice to the insured is hereby given that the recorded subdivision map as recorded in Map Book 34, Page 21 A & B, contains on the face of same a statement pertaining to natural lime sink holes. No liability is assumed hereunder for same.
- 23. Declaration of Covenants, Conditions and Restrictions for Chelsea Park, First Sector, Phase I and Phase II, a Residential Subdivision by instrument recorded in Instrument #200410260000590790, and Instrument #20060605000263850.
- 24. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument #20041223000699620, and Notice of Final Assessment of District One as recorded in Instrument #20050209000065520.
- Distribution easement with Alabama Power Company as recorded in Instrument # 20051031000564050; Instrument # 20051031000564090 and Instrument # 20051031000564100.
- 26. Restrictions appearing of record in Instrument # 20030815000539670. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 27. Right of Way and easement as recorded in Instrument # 2000-4454.
- 28. Easement as recorded in Deed Book 253, Page 324.
- 29. Restrictions, covenants and conditions appearing of record in Instrument # 20041014000566950. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

- 27 Restrictions appearing of record in Instrument # 20051222000659740. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 28 Agreement as to sewer service recorded in Instrument # 20121107000427750.

\$380,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantee(s) 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.

IN WITNESS WHEREOF, the said Grantor, DAVID ACTON BUILDING CORP., JORDAN HUFFSTETLER its VICE PRESIDENT, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 18th day of September, 2015.

DAVIDACTON BIJLIDING CORP

BY: JORDAN HUW STETLER

LITS: VICE PRESIDENT

STATE OF ALABAMA COUNTY OF SHELBY

 $\hat{\omega} \in$

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JORDAN HUFFSTETLER, whose name as VICE PRESIDENT OF DAVID ACTON BUILDING CORP., is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument and with full authority, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of September, 2015,

Propility (1)

Commission Expire

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/21/2015 02:39:54 PM

09/21/2015 02:39:54 PM \$50.00 CHERRY 20150921000330220

