

Send tax notice to:
JAY E. TIDWELL
1175 Country Club Circle
Hoover, AL 35244

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

2016376T

WARRANTY DEED

20160719000251870
07/19/2016 12:14:12 PM
DEEDS 1/2

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Fifteen Thousand and 00/100 Dollars (\$615,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, DONALD W. JONES and ELIZABETH M. JONES, HUSBAND AND WIFE whose mailing address is: 9108 Summerwood Ln. Alpharetta, GA 30005 (hereinafter referred to as "Grantors") by JAY E. TIDWELL AND KELLEY TIDWELL whose property address is: 1175 Country Club Circle, Hoover, AL, 35244 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 2409, according to the Survey of Riverchase Country Club, Twenty-fourth Addition Residential Subdivision, as recorded in Map book 10, page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

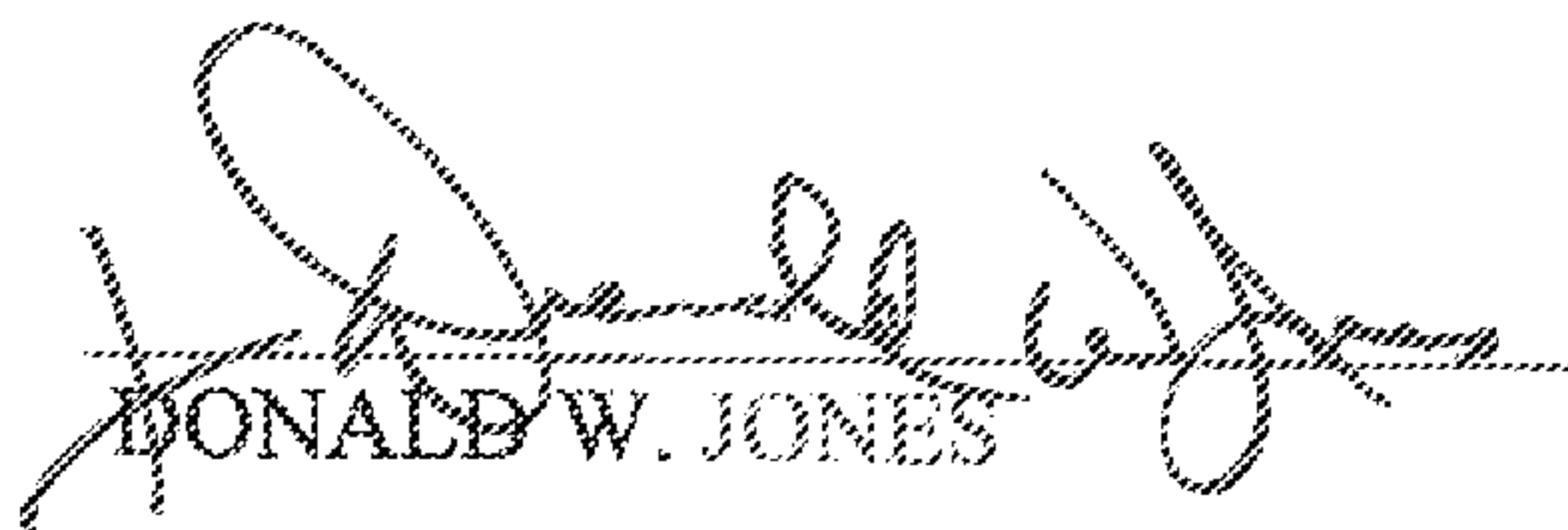
1. Taxes for the year beginning October 1, 2015 which constitutes a lien but are not yet due and payable until October 1, 2016
2. All matters as set forth as shown on the plat as recorded in Plat Book 10, Page 64 of the Probate Records of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records
4. Mineral and mining rights not owned by Grantor.
5. Easements, right of way, reservations, agreements, restrictions and setback lines of record.
6. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at page 536, in the Office of the Judge of Probate of Shelby County, Alabama, as amended in Miscellaneous Book 17, beginning at page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows:
 - a) The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof: "With respect to each Residential Parcel, construction of the residential building 15 to be completed within one (1) year from date of beginning construction."
 - b) Section 12.21 shall be deleted in its entirety and shall not be applicable to subject property.
7. Said property conveyed by this instrument is hereby restricted to use for single-family residential dwellings (with a density not to exceed one single-family unit per lot) unless a change in use is authorized pursuant to Riverchase Residential covenants, as described in paragraph above, said restriction to be effective for the same period of time as the Riverchase Residential Covenants.

8. Said property conveyed by this instrument shall be limited to the development of a single-family residential home with a minimum of 2,300 square feet of finished floor space for a single story home and an minimum of 3,000 square feet for a multi-story home of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants, as described in paragraph above.
9. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its heirs, successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto.
10. Covenants, Conditions and Restrictions as set forth in Deed(s) recorded in Book 126, Page 128

\$417,000.00 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 July, 2016.


DONALD W. JONES


ELIZABETH M. JONES



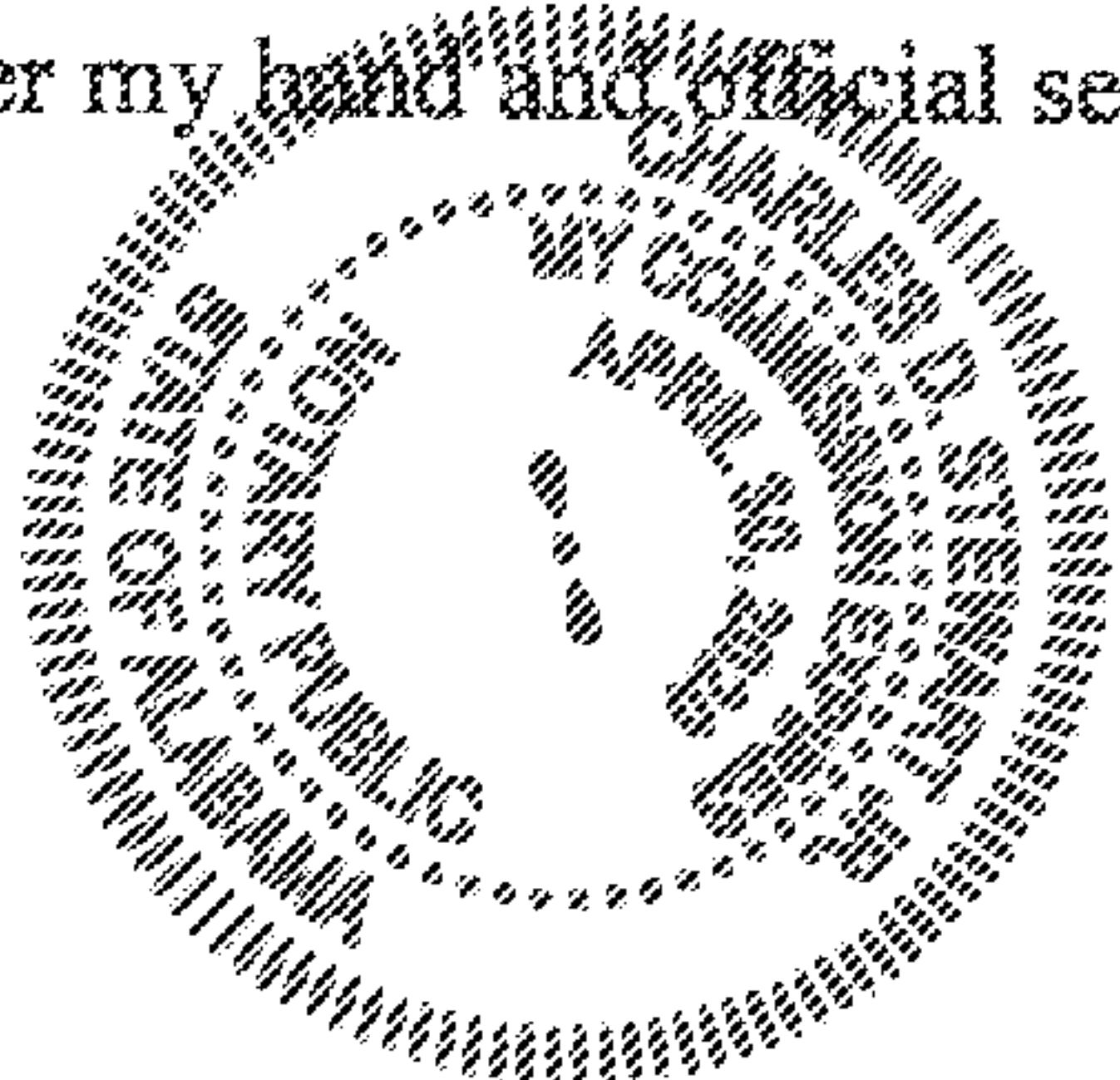
STATE OF ALABAMA
COUNTY OF SHELBY


Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/19/2016 12:14:12 PM
\$216.00 CHERRY
20160719000251870



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DONALD W. JONES and ELIZABETH M. JONES 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 15th day of July, 2016.




Notary Public
Print Name: Charles S. Standridge
Commission Expires:

7-30-20