

Send tax notice to:
ROBERT J. REYNOLDS
225 STONEGATE DRIVE
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

2017132

WARRANTY DEED

20170407000118200
04/07/2017 09:55:38 AM
DEEDS 1/2

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Fifty-Five Thousand and 00/100 Dollars (\$855,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, G. WHIT DRAKE and KATHERINE E. DRAKE, HUSBAND AND WIFE **whose mailing address** is: 2 Perimeter Park S #510E Birmingham AL 35242 (hereinafter referred to as "Grantors") by ROBERT J. REYNOLDS and JACKIE B. REYNOLDS **whose property address** is: 225 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 20-A, according to the Survey of Stonegate Realty, Lake Lots Resurvey, being a resurvey of Lots 18, 19, 20, 22, 23 and Common Area, as recorded in Map Book 29, Page 139, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:


1. Taxes for the year beginning October 1, 2016 which constitutes a lien but are not yet due and payable until October 1, 2017
2. 30 foot storm and trail easement from Stonegate Drive as per plat.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Instrument No. 2001-5954 as amended and restated in Instrument No. 2001-12016 together with Articles of Incorporation of Stonegate Farms Property Owners' Association, Inc., recorded in Instrument No. 2001-5955.
4. Easement(s) to Alabama Power Company as recorded in Deed Book 185, Page 475; Deed Book 182, Page 326; Deed Book 184, Page 172 and Deed Book 180, Page 35 and Instrument No. 2002-8798.
5. Agreement as set out in Instrument No. 1993-8112 in the Probate Office of Shelby County, Alabama. (Applies only to that part of the land lying within 100 feet of the water's edge of each of the two lakes on the land).
6. Terms, conditions, Reservations and restrictions contained in the agreement dated March 19, 1993 by and between "Smyer" and Shelby Lake Corporation as set out by Instrument No. 1993-8110.
7. Easement and Use Restrictions Agreement recorded as Instrument No. 2001-02969.
8. Option Agreement by and between Ingrid Frances Smyer Dubrow, Harald L. Smyer, Jr. and S.W. Smyer, Jr. (Lake Lot Owners); Ingrid Frances Smyer Dubrow, Harald L. Smyer, Jr., Sidney W. Smyer, III and S. W. Smyer, Jr. (Hollybrook Owners) and Stonegate Farms, LLC recorded in Instrument No. 2001-02970.
9. Restrictions, limitations and conditions as set out in Map Book 29, page 4A and 4B.
10. Restrictive Covenants and Grant of Land Easement to Alabama Power Company as recorded in Instrument No. 2002-18715.
11. Rights of other to use of lake.


12. Together with the nonexclusive easement to use the Development Roads as more particularly defined and described in the covenants.
13. Riparian and other rights created by the fact that subject property lies adjacent to a lake.
14. Easement to Alabama Power Company as recorded in Instrument No. 200406300000358590, in the Probate Office of Shelby County, Alabama.
15. 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.

\$0.00 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 31st day of March, 2017.



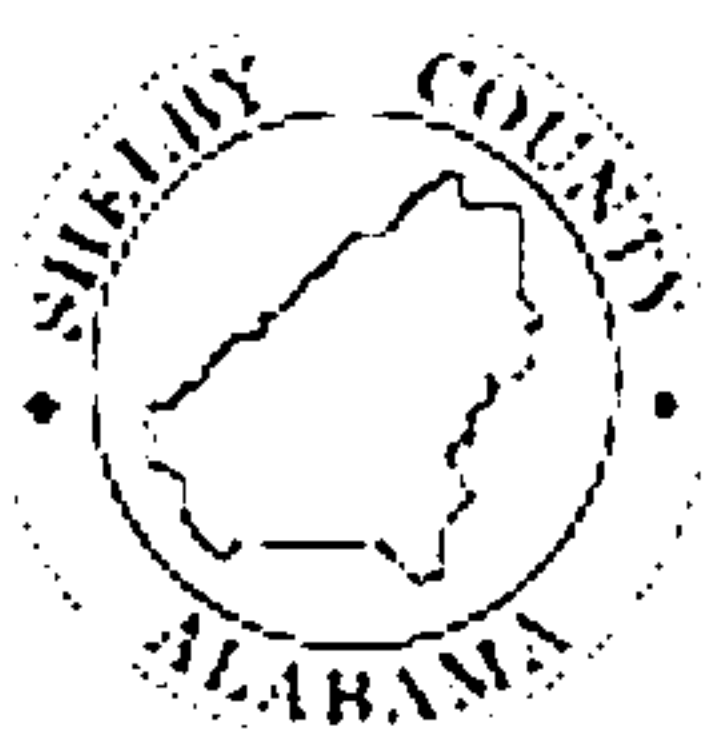
G. WHIT DRAKE


KATHERINE E. DRAKE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. WHIT DRAKE and KATHERINE E. DRAKE 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 31st day of March, 2017



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/07/2017 09:55:38 AM
\$873.00 DEBBIE
20170407000118200

Notary Public

Print Name:

Commission Expires:

