

Send tax notice to:
ISAIAH HILEMAN
464 LAKE CHELSEA WAY
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
SHELBY COUNTY

2017432

WARRANTY DEED

20170817000299370
08/17/2017 02:34:28 PM
DEEDS 1/3

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **MICHAEL BRYANT SMITH and ANGELA MAE SMITH, HUSBAND AND WIFE**, whose mailing address is: 10716 Crawford Court, Chelsea AL 35043 (hereinafter referred to as "Grantors") by **ISAIAH HILEMAN and AMANDA HILEMAN** whose **property address** is: 464 LAKE CHELSEA WAY, CHELSEA, AL, 35043 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, 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 9-63, according to the Map and Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, 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 Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 9th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20051229000659740 and Instrument No. 20060920000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration:).

SUBJECT TO:

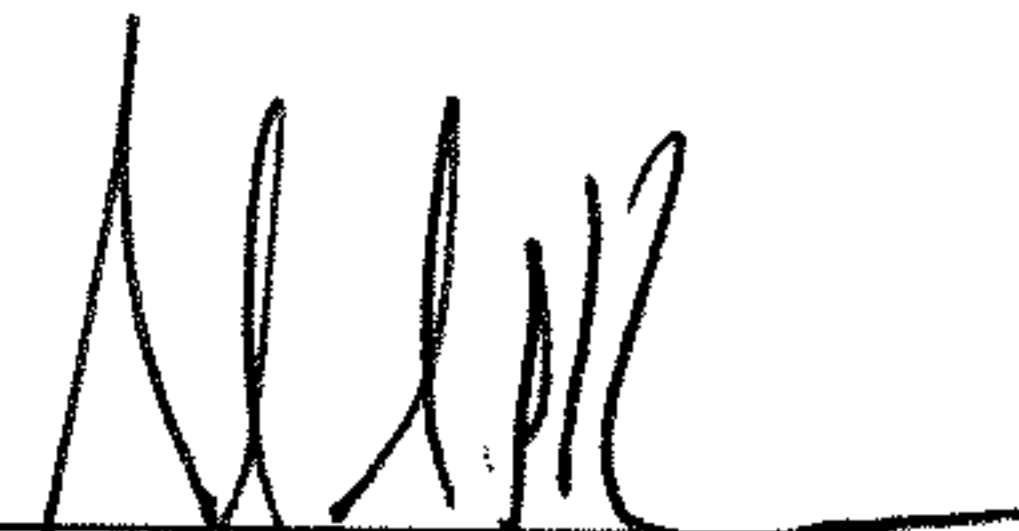

1. Taxes for the year beginning October 1, 2016 which constitutes a lien but are not yet due and payable until October 1, 2017.
2. Municipal improvements, taxes, assessments and fire district dues against subject property, if any.
3. Title to all oil, gas and minerals within and underlying the premises, 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 as recorded in Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2001-27341, in the Probate Office of Shelby County, Alabama.
4. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments in Probate Office.
5. Underground communications line easement to Level 3 Communications as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671.
6. Right of way easement as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324.
7. Easement agreement as recorded in Instrument No. 20040816000457750.
8. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.
9. Certificate of Incorporation of Chelsea Park Cooperative District One, Two and Three as recorded in Instrument no. 20050714000353260.
10. Notice of Final Assessment of Real Property regarding Chelsea Park Improvement District Two as recorded in Instrument No. 20050209000065530.
11. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 20051222000659740 and Instrument No. 20060920000468120.
12. Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000314940.
13. 7.5 foot easement along East lot line as per plat.
14. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.

\$249,287.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantees, their successors and assigns forever.

The Grantors do for themselves, their successors and assigns, covenant with the Grantees, their successors and assigns, that they are lawfully seized in fee simple of said premises; that it is free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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.

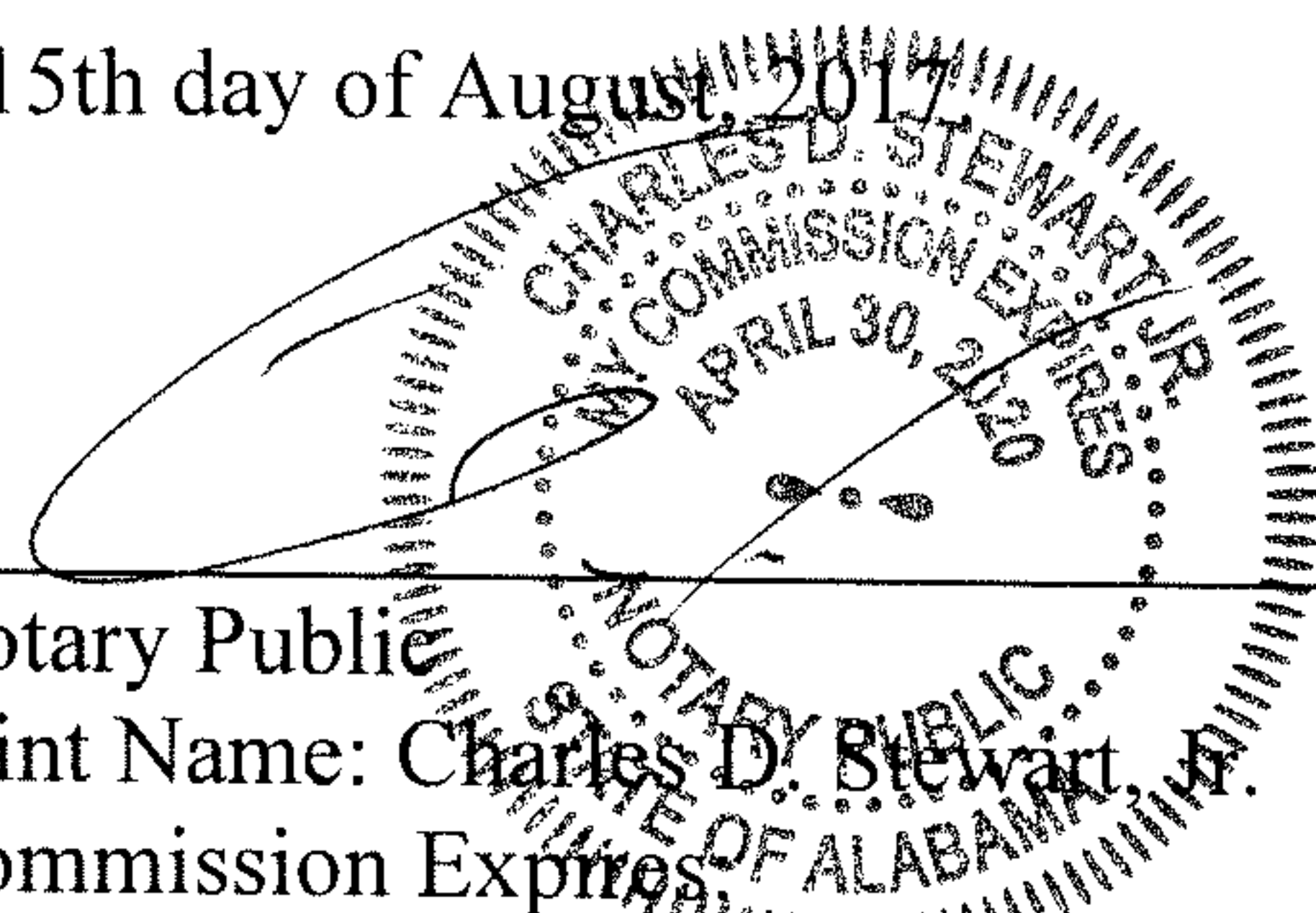
IN WITNESS WHEREOF, said Grantors, have hereunto set their hand and seal this the 15th day of August, 2017.


MICHAEL BRYANT SMITH

ANGELA MAE SMITH

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL BRYANT SMITH and ANGELA MAE SMITH whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of August, 2017.


Notary Public
Print Name: Charles D. Stewart
Commission Expires

8-30-20



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/17/2017 02:34:28 PM
\$266.00 CHERRY
20170817000299370

