20180103000001750 01/03/2018 10:54:04 AM DEEDS 1/2

Send tax notice to:

GLORIA MOORE

342 CHESSER PLANTATION LANE

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

2017744

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Sixty-Five Thousand and 00/100 Dollars (\$265,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, MILOS MIODRAG, JR. and GWENDOLYN D. MIODRAG, HUSBAND AND WIFE whose mailing address is: 301 State Way Folia At 36535 (hereinafter referred to as "Grantors") by GLORIA MOORE whose property address is: 342 CHESSER PLANTATION LANE, 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 72, according to the Amended Plat of Chesser Planation, Phase 1, Sector 1, as recorded in Map Book 31, Page 21 A & B, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to the Common Areas as more particularly described in the Chesser Planation Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 202-10788 in the Probate Office of Shelby County, Alabama (with, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration".)

SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2017 which constitutes a lien but are not yet due and payable until October 1, 2018.
- 2. 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 69, Page 177, in the Probate Office of Shelby County, Alabama
- 3. Transmission line permits to Alabama Power Company as recorded in Deed Book 127, Page 317; Deed Book 102. Page 138 and Deed Book 104, Page 525.
- 4. Declaration of Easement as recorded in Instrument No, 2001-21357.
- 5. Restrictions, limitations and conditions as set out in Map Book 29, Page 130 and Map Book 31, Page 21 A & B in said Probate Office.
- 6. Restrictive covenants as recorded in Instrument No. 2002030600010788 and Instrument No. 20040615000322690 in said Probate Office.
- 7. Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20020926000463580, in said Probate Office.
- 8. Easement to Chelsea Corners, LLC for drainage and utilities as recorded in Instrument No. 20060317000126520.

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- 9. Right of way granted to Shelby County as set forth in Deed Book 95, Page 507, in the Office of the Judge of Probate of Shelby County, Alabama.
- 10. Release of damages as recorded in Instrument No. 20030219000J03500, as recorded in the Probate Office of Shelby County, Alabama.
- 11. Memorandum of Sewer Service Agreements regarding Chesser Plantation in favor of Double Oak Water Reclamation, Ltd as recorded in Instrument No. 20121102000422160.
- 12. Shared Use and Maintenance Agreement as recorded in Instrument No. 20130325000122540, in the Probate Office of Shelby County, Alabama.

\$229,191.00 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 27 day of December, 2017,

STATE OF MOOMA COUNTY OF Soldan

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MILOS MIODRAG, JR. and GWENDOLYN D. MIODRAG 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 day of December, 2017.

Notary Public

Print Name: Timorhy Poul Simmont

Commission Expires: 01.15-2021

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, **County Clerk** Shelby County, AL 01/03/2018 10:54:04 AM **\$54.00 CHERRY**

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