

Send tax notice to:  
LACEY PODY  
142 BLACKSTONE CT  
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

2017768

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$249,900.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **CECELIA W. BLACK**, a single individual, whose mailing address is: 112 Chesser Loop, Chelsea AL 35043 (hereinafter referred to as "Grantor") by **LACEY PODY** whose property address is: 142 BLACKSTONE CT, CHELSEA, AL, 35043 hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 69, according to the Survey of Chesser Planation, Phase I, Sector 2, as recorded in Map Book 33, Page 121, 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 the Declaration of Covenants, Conditions and Restrictions for Chesser Planation as recorded in Instrument 2002-10788, First Amendment to Declaration as recorded in Instrument #20070515000227970, in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which together with all amendments thereto, is hereinafter 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. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Chesser Plantations, Phase I, Sector 2, recorded in Map Book 33, Page 121, in the Office of the Judge of Probate 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 and those rights reserved in Deed Book 69, Page 177.
4. Transmission line permits to Alabama Power Company as recorded in Deed Book 127, Page 317.
5. Easement to Alabama Power Company recorded in Instrument #20030612000368390.
6. Declaration of Easement as recorded in Instrument #2001-21357.

7. Reciprocal Easement Agreement as set out in Instrument #20030429000262650.
8. Restrictive Covenants as recorded in Instrument #2002030600010788 and Instrument #20040615000322690. First amendment recorded in Instrument #20070515000227970.
9. Restrictive covenants and grant of land easement in favor of Alabama Power Company as recorded in Instrument #20040910000506190.
10. Shared Use and Maintenance Agreement recorded in Bk: LR201312, Pg: 1162 (Birmingham) and in Instrument #20130325000122540 (Shelby).
11. Memorandum of sewer service agreement regarding Chesser Plantation recorded in Instrument #20121102000422160.
12. Articles of Incorporation of Chesser Plantation Owners Association, Inc., as recorded in Inst# 2002-10787, amended in Inst#20061013000507810, amended in Instrument #20090401000118810, amended in Instrument #20090622000238730, amended in Instrument #20100215000044390, in the Probate Office of Shelby County, Alabama.
13. Deed- Minerals, Resources and Groundwater (with rights of Ingress and Egress and Springing Surface Waiver) recorded in Instrument #20110817000242870.

\$245,373.00 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.

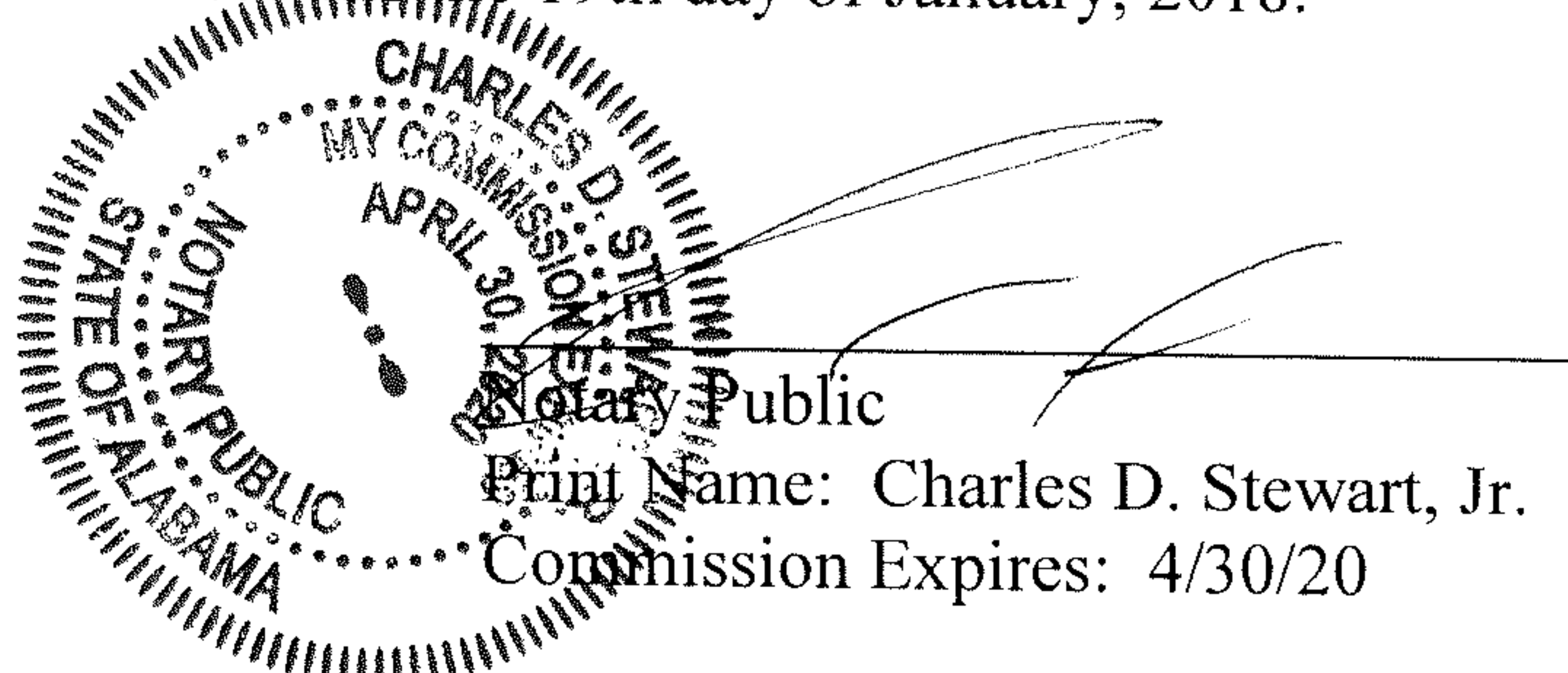
IN WITNESS WHEREOF, said Grantor, has hereunto set her hand and seal this the 19th day of January, 2018.

*Cecelia W. Black*  
CECELIA W. BLACK

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CECELIA W. BLACK whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of January, 2018.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/22/2018 10:20:27 AM  
\$23.00 CHERRY  
20180122000020790

*[Signature]*