

20180301000066940
03/01/2018 01:52:06 PM
DEEDS 1/2

Send tax notice to:

LEIGH ANN JAGER ALBRIGHT
1205 MORNING SUN 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

2018039

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Three Thousand Five Hundred and 00/100 Dollars (\$103,500.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **BELINDA L. KLEBANOW**, a single individual, whose mailing address is: 527 Stonecast Dr, Birmingham AL 35242 (hereinafter referred to as "Grantor") by **LEIGH ANN JAGER ALBRIGHT and CHARLES MATHIAS JAGER** whose property address is: 1205 MORNING SUN 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Unit 1205, in Horizon, a Condominium, as established by that certain Declaration of Condominium of Horizon, a Condominium, which is recorded in Instrument 2001-40927, to which Declaration of Condominium a plan is attached as Exhibit "A" thereto, said Plan being filed for record in Map Book 28, Page 141, in the Probate Office of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of the Horizon Condominium Association, Inc. is attached as Exhibit "D", together with an undivided interest in the Common Elements assigned to said Unit, as shown in Exhibit "C" of said Declaration of Condominium of Horizon, a Condominium.

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. A storm sewer and drainage easement between Daniel U.S. Properties, Ltd. and Daniel Properties XV in Real Volume 86, Page 349.
3. Sewer line easement and connection agreement between Daniel U.S. Properties, Ltd. and Daniel Properties XV in Real Volume 43, Page 611 modified in Real Volume 86, Page 355 and further modified in Inst. No. 1994-3407.
4. Reservation as contained in deed in Inst. No. 1994-3407.
5. Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
7. Right-of-way granted to Alabama Power Company recorded in Real Volume 2, Page 792 and Real Volume 2, Page 797.

8. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35..8-1 et seq. Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Sections 35-8A-101 et seq. Code of Alabama 1975, or set forth in the Declaration of Condominium of Horizon, a Condominium, dated 09/19/01 and recorded in Inst. No. 2001-40927, in the Probate Office of Shelby County, Alabama; in the By-Laws of Horizon Condominium Association recorded in Inst. No. 2001-40927, in said Probate Office; in the Articles of Incorporation of Horizon Condominium Development, Inc., recorded in Inst. No. 2001-40923, in said Probate Office; In any instrument creating the estate of interest insured by this policy; and in any other allied Instrument referred to in any of the instruments aforesaid.
9. Agreement recorded in Inst. No. 20110623000183770 and ratified under Inst. No. 20120514000171900.

\$78,500.00 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 26th day of February, 2018.


BELINDA L. KLEBANOW

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BELINDA L. KLEBANOW 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 26th day of February, 2018.

Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires: 4/30/20



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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\$43.00 JESSICA
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