

This instrument was prepared by:
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Birmingham, AL 35243
(205)443-9027

Send Tax Notice To:
Earl H Pate, IV and Jessica L Pate
118 Covington Place Drive
Columbiana, AL 35051

20180628000231160
06/28/2018 11:19:45 AM
DEEDS 1/2

WARRANTY DEED - JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA)
COUNTY OF SHELBY) KNOW ALL MEN BY THESE PRESENTS

That, in consideration of \$202,500.00, the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, Jason S. Beneke and Betty H. Beneke, a married couple (the "Grantor", whether one or more), whose mailing address is 115 Mountain Oaks Drive, Sterrett, AL 35147, do hereby grant, bargain, sell, and convey unto Earl H Pate, IV and Jessica L Pate (the "Grantees"), whose mailing address is 118 Covington Place Drive, Columbiana, AL 35051, as joint tenants with right of survivorship, the following-described real estate situated in Shelby County, Alabama, the address of which is 118 Covington Place Drive, Columbiana, AL 35051; to-wit:

Lot 14, according to the Survey of Covington Place, as recorded in Map Book 35, Page 55, in the Probate Office of Shelby County, Alabama.

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30-day period, Grantee is further prohibited from conveying the property for a sales price greater than 120% of short sale price until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

Subject to:


- (1) ad valorem taxes for the current year and subsequent years;
- (2) restrictions, reservations, conditions, and easements of record, if any; and
- (3) any minerals or mineral rights leased, granted, or retained by prior owners.


TO HAVE AND TO HOLD unto the said Grantees for and during their joint lives as joint tenants, and upon the death of either of them, then to the survivor in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the same Grantee, its heirs, and assigns, that I am (we are) lawfully seized in fee simple of said property; the property is free from encumbrances, unless otherwise noted above; I (we) have a good right to sell and convey the property as aforesaid; and I (we) will and my (our) heirs, executors, and administrators shall warrant and defend the same to the said Grantee, its heirs, and assigns forever, against the lawful claims of all persons.

Note: \$198,831.00 of this purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

IN WITNESS WHEREOF, Jason S. Beneke and Betty H. Beneke, a married couple, has/have hereunto set his/her/their hand(s) and seal(s) this 26th day of June, 2018.



Jason S. Beneke


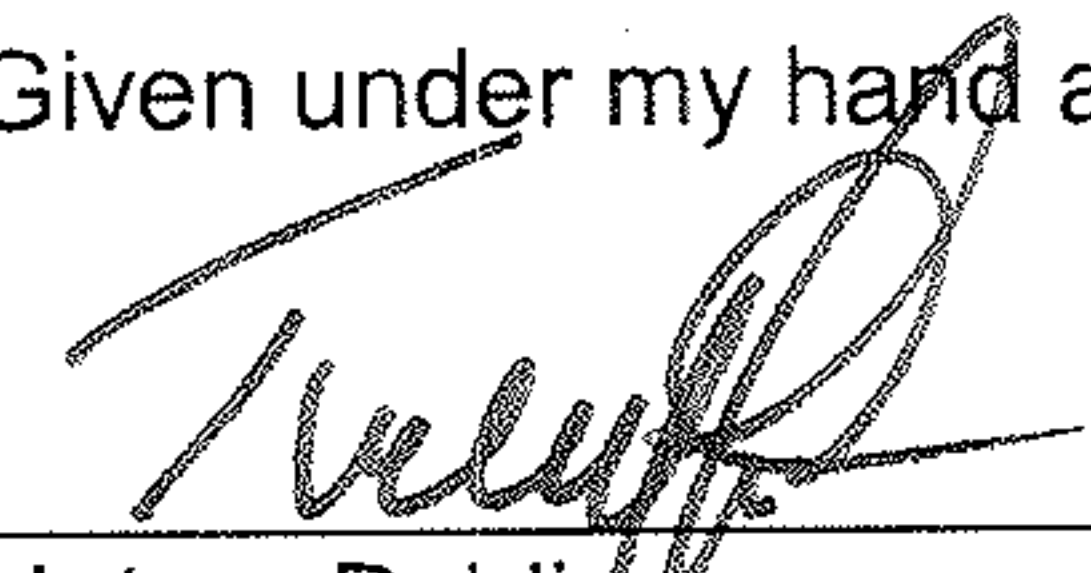
Betty H. Beneke

State of Alabama

County of Jefferson

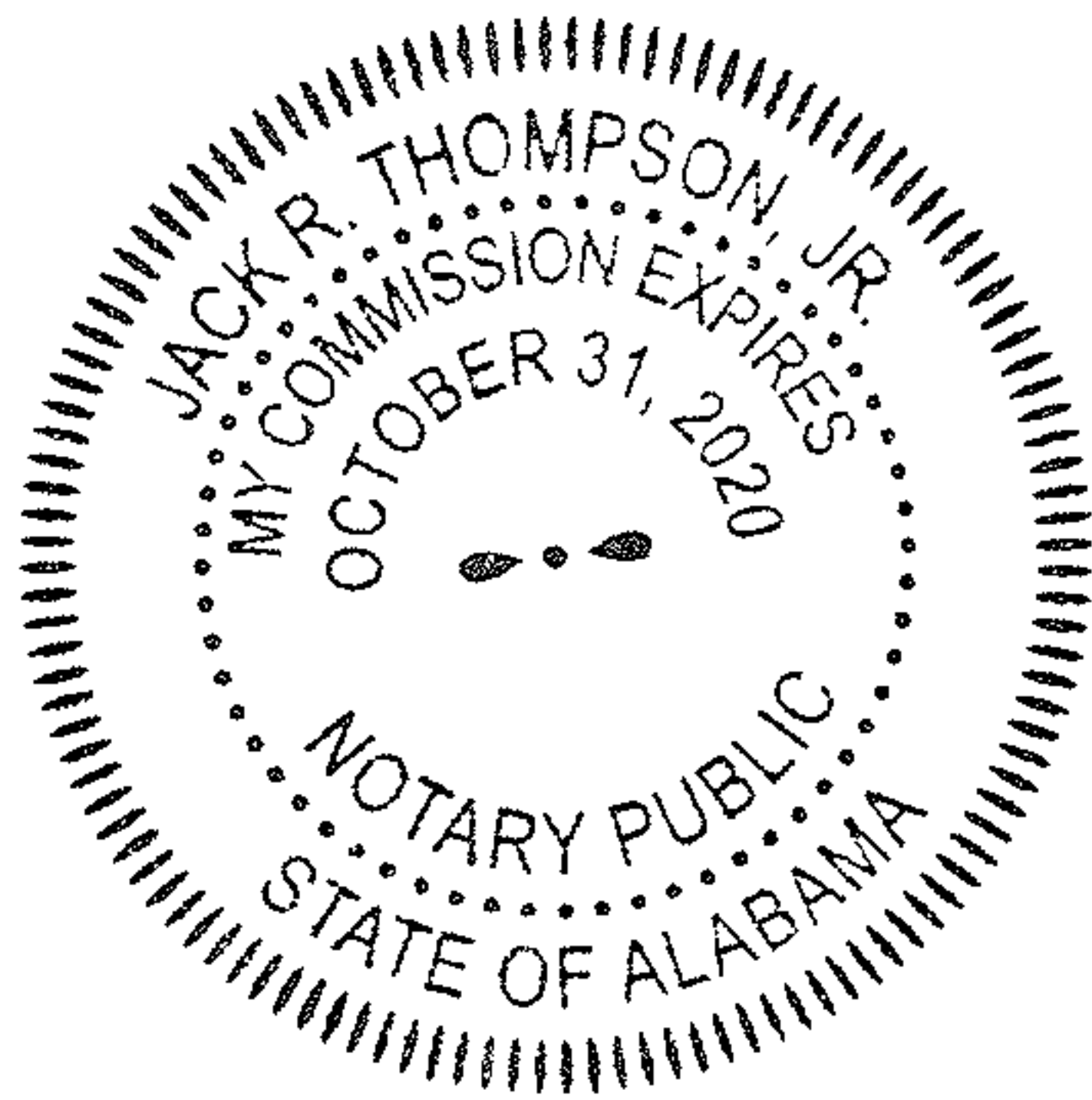
I, The undersigned, a notary for said County and in said State, hereby certify that Jason S. Beneke and Betty H. Beneke, a married couple, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, They executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 26th of June, 2018.



Notary Public

Commission Expires: 10/31/2020



Filed and Recorded.
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/28/2018 11:19:45 AM
\$22.00 CHERRY
20180628000231160

