

SEND TAX NOTICE TO:
Adam R. Kibler and Stephanie Kibler
121 Shore Front Lane
Wilsonville, Alabama 35186

This instrument was prepared by:
Shannon E. Price, Esq.
Kudulis, Reisinger & Price, LLC
P. O. Box 653
Birmingham, AL 35201

20181217000439510
12/17/2018 01:21:42 PM
DEEDS 1/3

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **Three Hundred Forty Thousand dollars & no cents (\$340,000.)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

James E. Mitchell aka James Mitchell and Lori Ann Mitchell, husband and wife

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

Adam R. Kibler and Stephanie Kibler

(herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in **Shelby County, Alabama**, to-wit:
LOT 130, ACCORDING TO THE SURVEY OF FINAL PLAT OF LAKEWOOD, PHASE I, AS RECORDED IN MAP BOOK 33, PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$323,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

Taxes for the year 2018 and subsequent years

Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any

Mineral and mining rights, if any.

Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book Instrument #20040128000047140 and Instrument #2004042000204930, in the Probate Office of Shelby County, Alabama.

35' building setback line on front of said lot; 15' easement as shown on recorded plat/map.

Storm Water Run Off Control in Instrument #2004062900355790.

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 Book Instrument #2001-27341 and Instrument #1997-9552

Underground Communications Line Easement to Level 3 Communications, LLC, as recorded in Instrument #2000-00007.

Reservation of personal license to transverse property granted to John T. Mewborn during his lifetime, as set out in that certain deed to U.S. Alliance Coosa Pines Corporation, recorded in Instrument #1998-43780.

Public road easement to Shelby County, subject to terms, conditions and limitations of same, as recorded in Instrument #1999-25487.

The rights of upstream and downstream riparian owners with respect to any body of water which may be adjacent to, and/or traversing through subject property.

Reservations and agreements as set out in Instrument #1997-9552.

Reservations and rights as set out in Instrument #2000-4550 and Instrument #2001-27341.

Release of damages as set out in Instrument #2000-4550 and Instrument #2001-27341.

Memorandum of supply agreement and rights of first offer as set out in Instrument #2000-4550 and Instrument #2001-27341.

TO HAVE AND TO HOLD Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), this **December 13, 2018**.

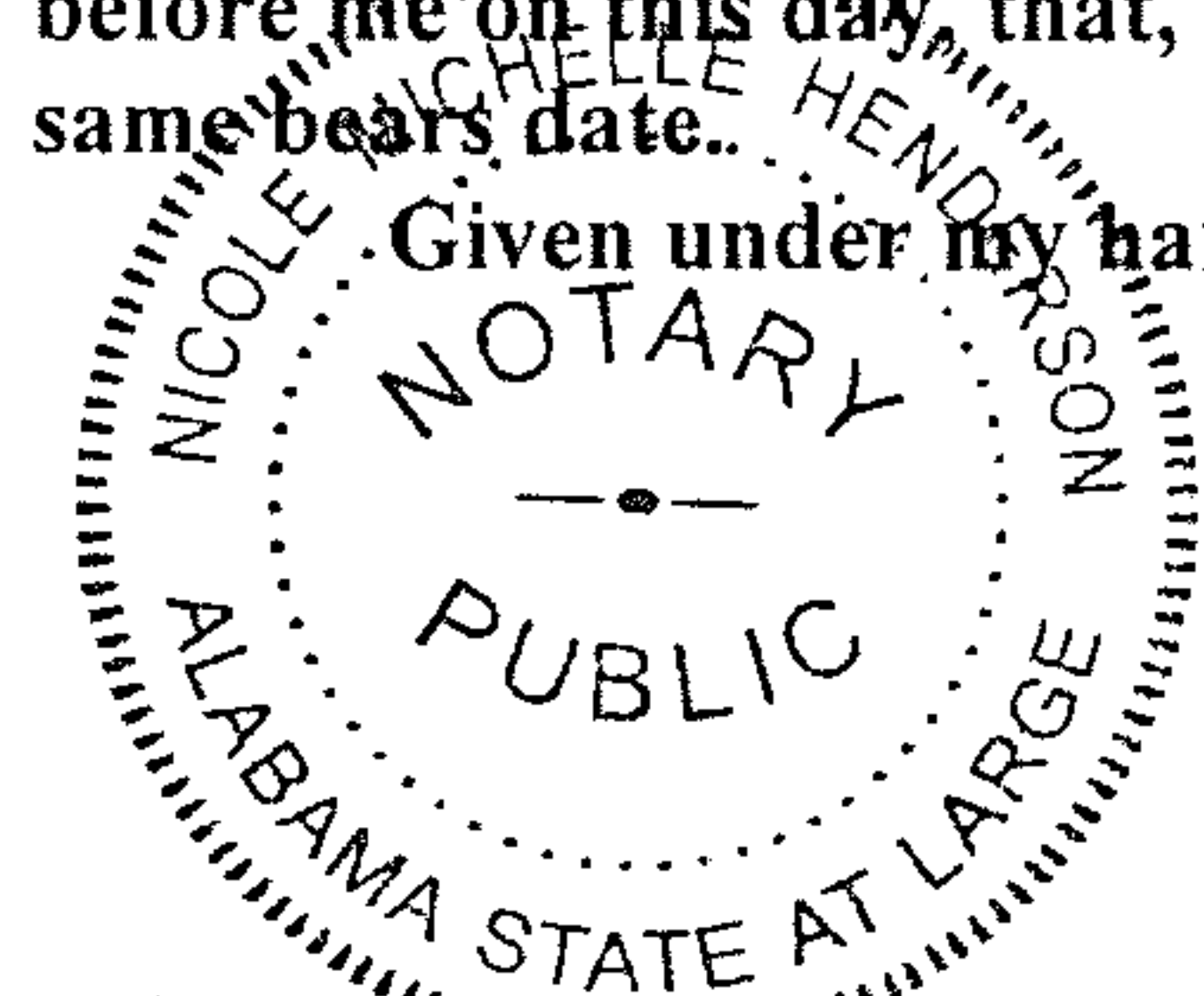
_____(Seal) *James E. Mitchell aka James Mitchell* (Seal) by
James E. Mitchell aka James Mitchell by Lori Mitchell, Agent
 _____(Seal) *Lori Ann Mitchell* (Seal)
Lori Ann Mitchell

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lori Ann Mitchell, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

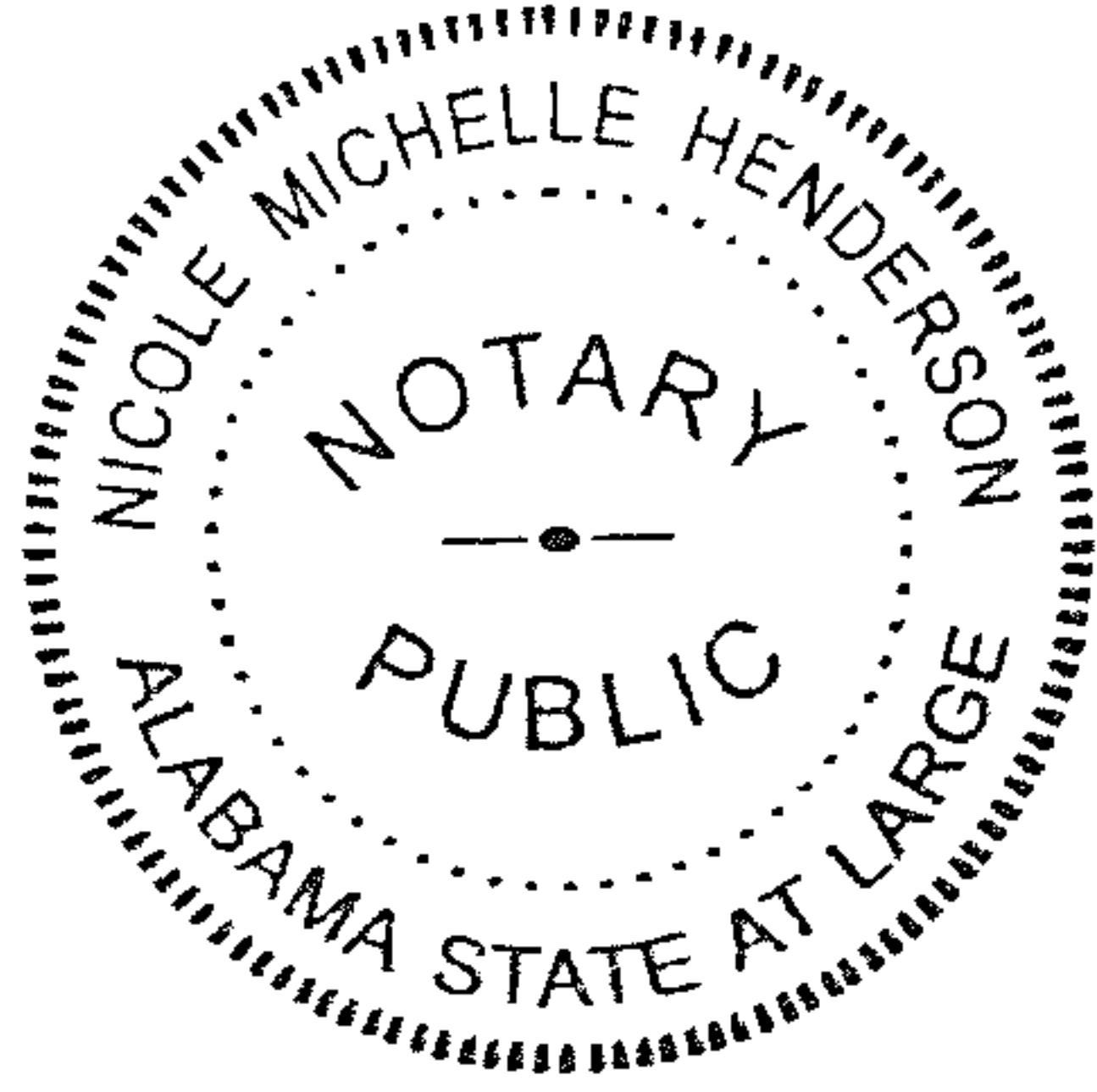


Given under my hand and official seal this 13th day of December, 2018.

Nicole Michelle Henderson
 Notary Public. _____(Seal)
 My Commission Expires: 3/30/22

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Lori Mitchell whose name as Agent for James E. Mitchell aka James Mitchell, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date.
 Given under my hand and seal on December 13, 2018.

Nicole Michelle Henderson
 Notary Public
 My commission expires: 3/30/22



20181217000439510 12/17/2018 01:21:42 PM DEEDS 3/3
Real Estate Sales Validation Form

This Document must be filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)

Grantor's Name James E. Mitchell aka James Mitchell Grantee's Name Adam R. Kibler and Stephanie Kibler and Lori Ann Mitchell

Mailing Address 558 Grayson Place
Chelsea, Alabama 35043

Property Address 121 Shore Front Lane
Wilsonville, Alabama 35186

Mailing Address 121 Shore Front Lane
Wilsonville, Alabama 35186

Date of Sale 12/13/2018

Total Purchase Price \$340,000.00

or

Actual Value _____

or

Assessor's Market Value _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the proeprty, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraisaer of the assessor's curreny market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibiliy of valuing proeprty for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 12/13/18

Print Adam R. Kibler

☐ Unattested

[Signature]
(verified by)

Sign _____

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/17/2018 01:21:42 PM
\$39.00 CHARITY
20181217000439510

Allen S. Bayl