

Send tax notice to:
MICKIE M. COGGIN
1024 DANBERRY LANE
HOOVER, AL, 35242

This instrument prepared by:
Charles D. Stewart, Jr.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, AL 35242

STATE OF ALABAMA
Shelby COUNTY

2018709

20190107000005330
01/07/2019 10:57:21 AM
DEEDS 1/2

WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Ninety-Nine Thousand and 00/100 Dollars (\$599,000.00) **the amount which can be verified in the Sales Contract between the two parties** to the undersigned, C ROBERT GACKENBACH AND BEVERLY L GACKENBACH AS TRUSTEES OF THE GACKENBACH LIVING TRUST DATED AUGUST 24, 2011 **whose mailing address** is: 47 Shelter Cove Lane, Apt 412, Hilton Head Island, SC 29928 (hereinafter referred to as Grantors) in hand paid by MICKIE M. COGGIN **whose property address** is: 1034 Watersedge Circle, Birmingham, AL 35242 (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 21B, according to The Cottages of Danberry Resurvey No. 3, as recorded in Map Book 41, Page 80, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2018 which constitutes a lien but are not due and payable until October 1, 2019.
2. Release of damages as recorded in Instrument No. 20130731000310940, as recorded in the Probate Office of Shelby County, Alabama.
3. Protective covenants as set out on Exhibit B within deed recorded in Instrument No. 20080501000179650 and amended by the Compliance Certificate as recorded in Instrument No. 20090417000141170.
4. The Easements, Restrictions, Reservations, Covenants, Agreements and all other terms and provisions of The Cottages of Danberry Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 20090206000039480 and re-recorded in Instrument No. 20090417000141180 and First Amended and Restated Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 201402250000520020.
5. Agreement and Declaration of Restrictive Covenants as recorded In Instrument No. 20080501000179670 and First Amendment recorded In Instrument No. 20081006000394050 and Second Amendment recorded in Instrument No. 20090511000177260.
6. Grant of Land Easement and Restrictive Covenants for underground facilities in subdivision in favor of Alabama Power Company as recorded in Instrument No. 20081121000446650.
7. Terms and conditions of that Easement Agreement as recorded in Instrument No. 20080501000179690.
8. Terms and conditions stated in that certain Memorandum of Agreement as recorded in Instrument No. 20151109000389150.
9. Easements and building lines as shown on recorded map.
10. Annexation Agreement by and between Metropolitan Life Insurance Co, Inverness Point Homeowner's Association Inc. and the City of Hoover as recorded in Real 327, page 1.
11. 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 5, Page 355, In the Probate Office of Shelby County, Alabama.
12. Terms and conditions as set forth in the Articles of Incorporation of The Cottages of Danberry Owners' Association, Inc. as recorded in Instrument No.

- 20140225000052010, together with all rules and regulations promulgated pursuant thereto or which may be Imposed from time to time by said Association.
13. Restrictions appearing of record in Instrument No. 20050401000150480, with Incorporation of the Association along with By-Laws recorded In Instrument No. 20050203000055560.
 14. Lake restrictions, buffers and building height restrictions as recorded In Instrument No. 1998-18226 and as amended in Instrument No.1992-26078 and Instrument No. 1999-01346.
 15. Rights of others to the use of Lake Heather.

\$0.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, his/her heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor THE GACKENBACH LIVING TRUST by C ROBERT GACKENBACH AND BEVERLY L GACKENBACH its TRUSTEES, who are authorized to execute this conveyance, has hereunto set its signature and seal on this the 3rd day of January, 2019.

GACKENBACH LIVING TRUST

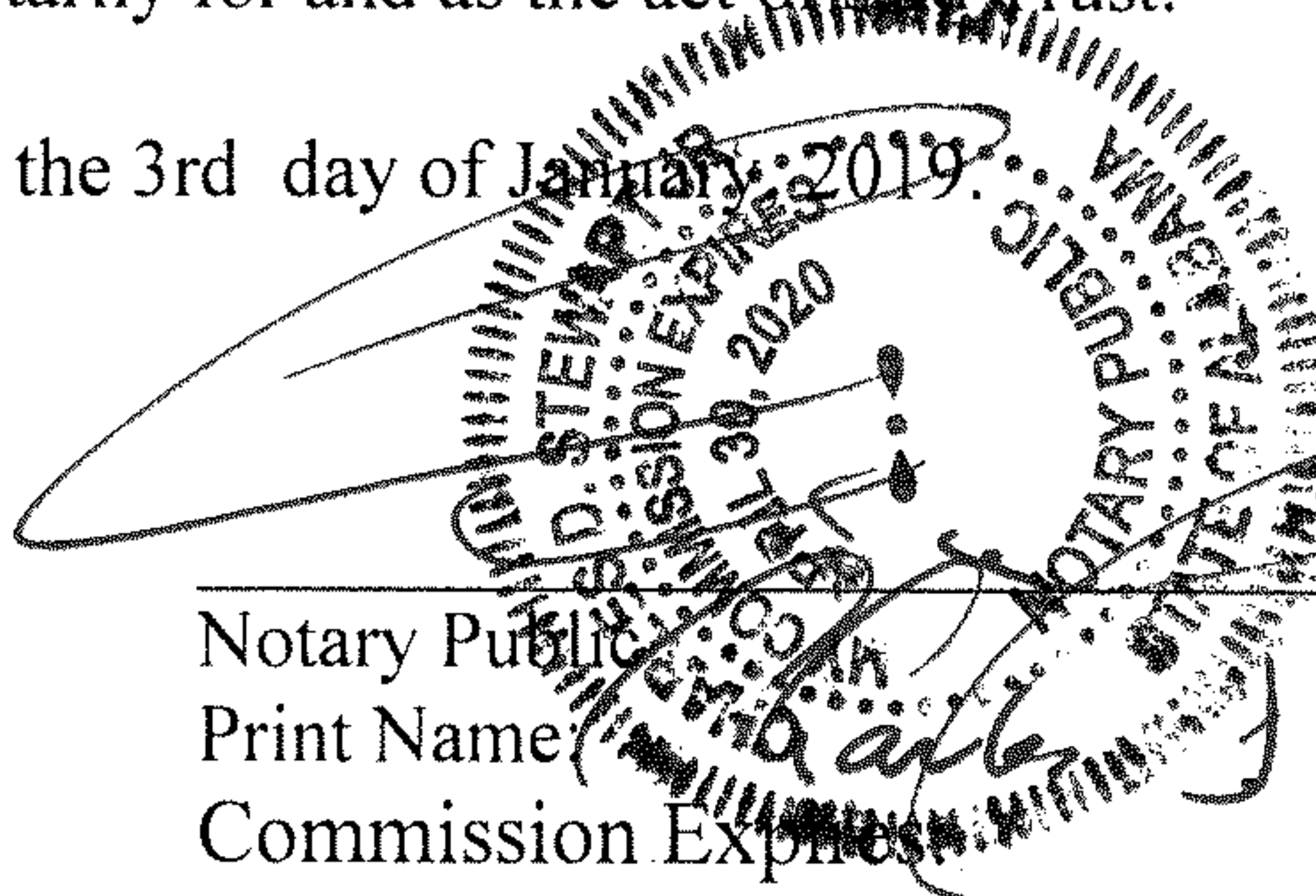
C. Robert Gackenbach
BY: C ROBERT GACKENBACH, TRUSTEE

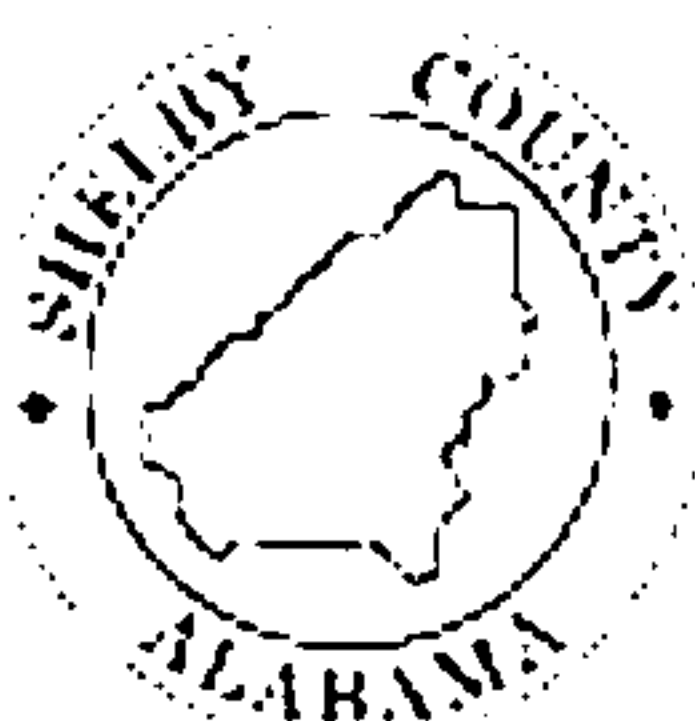
Beverly L. Gackenbach
BEVERLY L GACKENBACH, TRUSTEE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C ROBERT GACKENBACH AND BEVERLY L GACKENBACH, whose names as Trustees of THE GACKENBACH LIVING TRUST are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they, in their capacity as said Trustees of THE GACKENBACH LIVING TRUST and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the 3rd day of January, 2019.


Notary Public
Print Name Harriet L.
Commission Expires 30-20



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/07/2019 10:57:21 AM
\$617.00 CHERRY
20190107000005330

Allen S. Bayl