

Send tax notice to:
DBI Properties-Saddle Creek 5B & 5C, LLC
3700 Cahaba Beach Road
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

2019022

20190117000019350
01/17/2019 01:13:34 PM
DEEDS 1/2

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **ROBERT F. STANFORD and FRANCES S. STANFORD, HUSBAND AND WIFE** whose mailing address is: 2715 Saddle Creek Trail Birmingham AL 35242 (hereinafter referred to as "Grantors") by **DBI PROPERTIES-SADDLE CREEK 5B & 5C, LLC** whose mailing address is: 3700 Cahaba Beach Rd, 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:

Lot 5-B and 5-D, according to the Final Survey of Saddle Creek Farms, a private subdivision, as recorded in Map Book 14, Page 4 and 5 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 yet due and payable until October 1, 2019.
2. Easement Agreement recorded in Instrument No. 20060330000149280.
3. Establishment of Easement as recorded in Instrument No. 20060418000179650.
4. Building and setback lines of 50 feet as recorded in Map Book 14, Page 4 and 5, in the Probate Office of Shelby County, Alabama.
5. Subject to covenants, conditions and restrictions as set forth in the document recorded in Real Book 56, Page 779; Instrument No.1995-21524 and amended in Instrument No.1998-32193 and Map Book 14, Page 4 and 5, in the Probate Office of Shelby County, Alabama.
6. Easements as reserved in deed recorded In Real Book 126, Page 139.
7. Grant of Easement and Maintenance Obligations as set forth in easement as recorded In Real Book 56, Page 783 and Real Book 68, Page 929.
8. Transmission line permit to Alabama Power Company as recorded In Real Book 133, Page 551.
9. Right of way granted to South Central Bell as set forth in Real Book 149, Page 185, in the Office of the Judge of Probate of Shelby County, Alabama.
10. Creation of easements and maintenance obligations as set out in Real Book 184, Page 484; Real 56, Page 783 and Real Book 56, Page 823.
11. Perpetual easement is hereby reserved over that portion of Lot 4A, which is the cul-de-sac for the benefit of the property to provide ingress, egress and utilities to the property as set out in Real Book 184, Page 484.

12. Amendment of the Agreement with respect to Establishment of certain Restrictions and other Agreements and First Amendment to the Declaration of Restrictions dated August 13, 1998, which has been recorded as Instrument No. 1998-32193 as recorded in Instrument No. 20040123000038630.
13. Waiver of Right of First Offer as recorded in Instrument No. 2000-02827.
14. Waiver of Natural Buffer and Building Setback Requirements as recorded in Instrument No. 1999-50993.
15. Easement agreement by and between Greystone Development Company, LLC and Richard G. Weiland and Sharon M. Weiland as recorded in Instrument No. 2000-9747.
16. Restrictions, limitations and conditions as set out in Map Book 14, Page 4 and 5.
17. A 25-foot slope easement as set out In Real 108, Page 69.
18. Easement for Ingress and egress as set out in Instrument No. 1993-11152.
19. Agreement as to Ingress and egress as set out in Real 18, Page 775 and amended in Real 44, Page 170.
20. Rights of others in and to the use of Saddle Creek Trail.

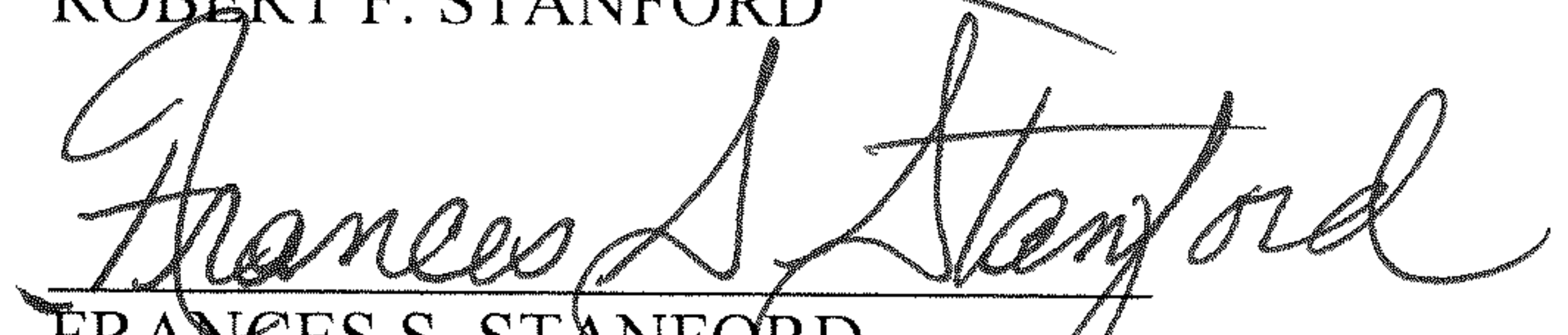
\$0.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

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 4th day of January, 2019.

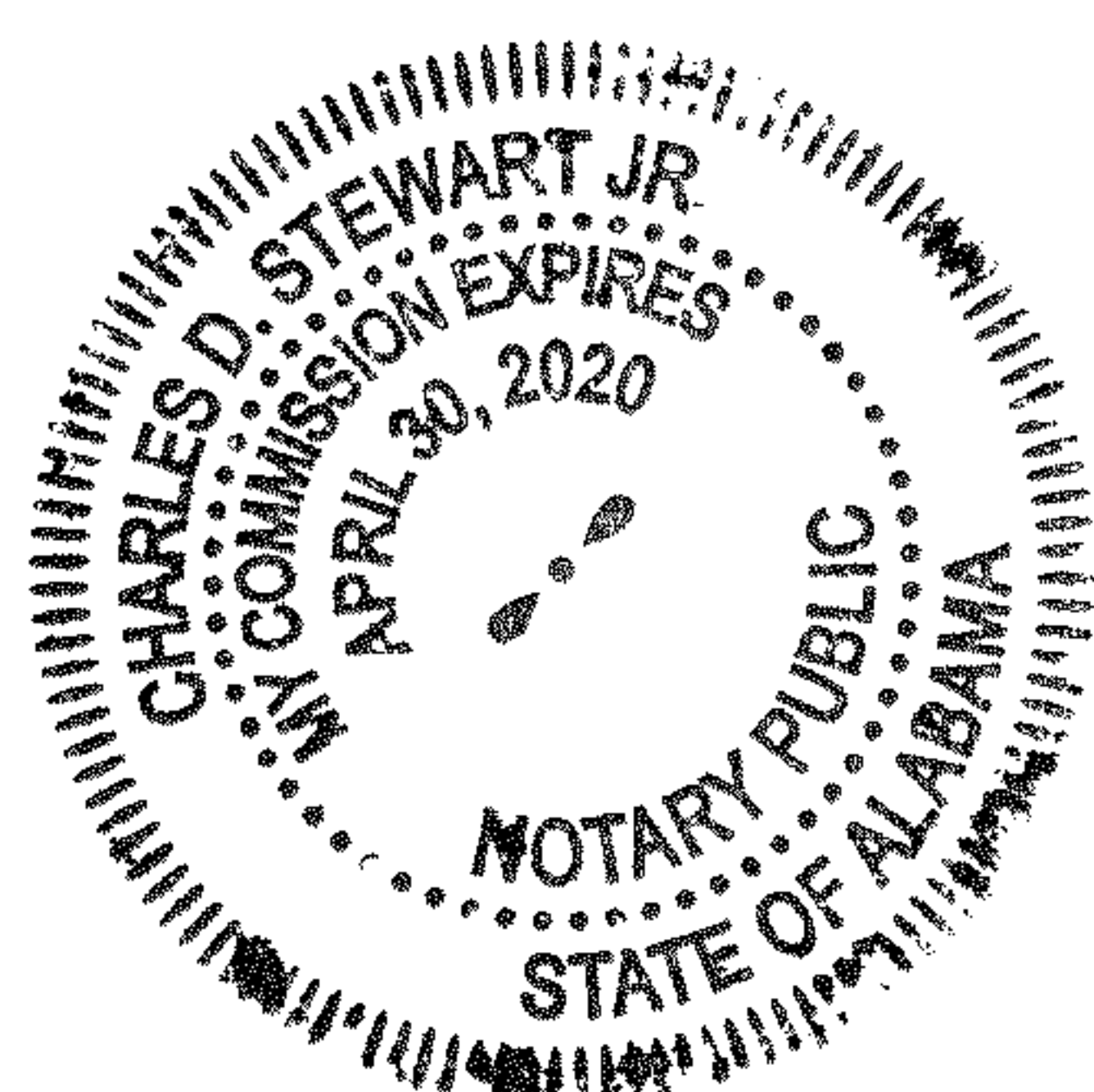

ROBERT F. STANFORD


FRANCES S. STANFORD

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT F. STANFORD and FRANCES S. STANFORD whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of January, 2019.




Notary Public

Print Name: 

Commission Expires:





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/17/2019 01:13:34 PM
\$843.00 CHARITY
20190117000019350

