Send tax notice to:

JASON CARTER

5313 S. BROKEN BOW 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

2019013

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Nineteen Thousand Nine Hundred and 00/100 Dollars (\$219,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, CLYDE P DAVIS, III, A SINGLE INDIVIDUAL whose mailing address is: 194 Hiawatha Place, Rainbow City, Al 35906 (hereinafter referred to as "Grantors") by JASON CARTER and KIMBERLY CARTER whose property address is: 5313 S. Broken Bow 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, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 2, in Block 3, according to the Survey of Broken Bow, as recorded in Map Book 7, Page 145, 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. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Broken Bow recorded in Map Book 7, Page 145, in the Office of the Judge of Probate of Shelby County, Alabama.
- 3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, and those rights reserved in Book 81, Page 171.
- 4. Articles of Incorporation of Broken Bow Homeowners Association, Inc., as recorded in Book 036, Page 821.
- 5. Covenants, conditions, and restrictions as set forth in instrument recorded Book 30, Page 957 and amended by Misc. Book 46, Page 324.
- 6. Transmission line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 271, Page 546.
- 7. Easement to South Central Bell as recorded in Book 320, Page 916 and Deed Book 338, Page 935.

\$186,915.00 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 25th day of January, 2019.

CLYDE P DAVIS, III

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CLYDE P DAVIS, III 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 25th day of January, 2019.

Notary Public Print Name:

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Commission Expires:

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 01/28/2019 01:28:55 PM

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