

20190129000030080  
01/29/2019 01:32:43 PM  
DEEDS 1/11

Instrument Prepared By:  
Jerome K. Lanning, Esq.  
Butler Snow LLP  
1819 Fifth Avenue North, Suite 1000  
Birmingham, Alabama 35203

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA            )  
                                          )  
COUNTY OF SHELBY         )

**THIS STATUTORY WARRANTY DEED (“Deed”)** is executed by **SMYER LAKE HOMEOWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation (“**Grantor**”), in favor of **DAVID D. WHITE**, an Alabama resident (“**Grantee**”).

Grantor is the owner in fee simple of a parcel of real property located in Shelby County, Alabama, and identified as Parcel “A” on a copy of the survey prepared by Ray and Gilliland dated March 7, 2018, attached hereto as Exhibit “A”, the legal description of which is attached hereto as Exhibit “B” (the “**Property**”).

**KNOW ALL PERSONS BY THESE PRESENTS**, that in consideration of the payment of **Ten Dollars (\$10.00)** and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell and convey the Property to Grantee, subject to taxes and assessments for the year 2018 and subsequent years, and any conditions of title reflected in Schedule B, Part II, of the title report prepared by Land Title Company of Alabama No. 1545P-18, dated June 1, 2018, a copy of which is attached to this Deed as Exhibit “C”.

**TO HAVE AND TO HOLD** unto Grantee and his heirs and assigns forever.

The property is not subject to the homestead rights of any party.

The Grantor’s name is Smyer Lake Homeowner’s Association, Inc., an Alabama nonprofit corporation, with an address at P.O. Box 59571, Birmingham, Alabama 35259.

The Grantee’s name is David D. White, and his address is  
16 Smyer Lake Way, Leeds, AL 35294.

There was no monetary consideration paid by Grantee to Grantor for the conveyance of the Property, which has a current assessed value of \$16,346 (it represents 58.4% of Parcel ID #03-06-24-0-000-043.008).

This Property is unimproved property fronting on Smyer Lake Way in Shelby County,  
and there is no available street address.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered to Grantee on the 5<sup>th</sup> day of October, 2018.

**GRANTOR:**

**SMYER LAKE HOMEOWNERS ASSOCIATION, INC.**  
an Alabama nonprofit corporation

By: William M. Gunn

Name: William M. Gunn

Its: President

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William M. Gunn, whose name as President of Smyer Lake Homeowners Association Inc, an Alabama nonprofit corporation, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said ~~fund~~ CORPORATION.

Given under my hand and official seal this 5<sup>th</sup> day of October, 2018.

Jennifer Carol Speegle

Notary Public

My Commission Expires: 11-07-2018

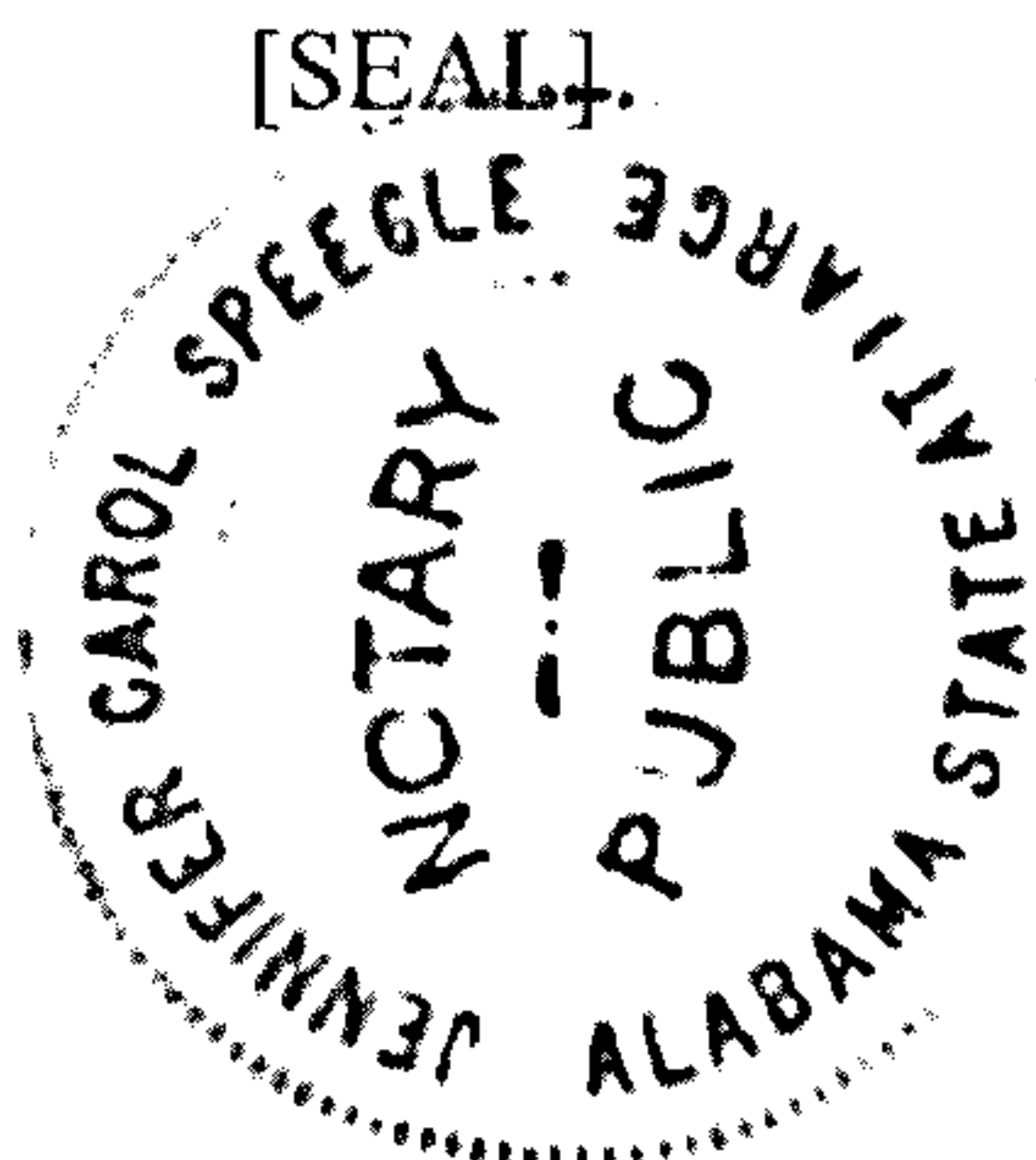


EXHIBIT "A"

SURVEY  
(attached hereto)

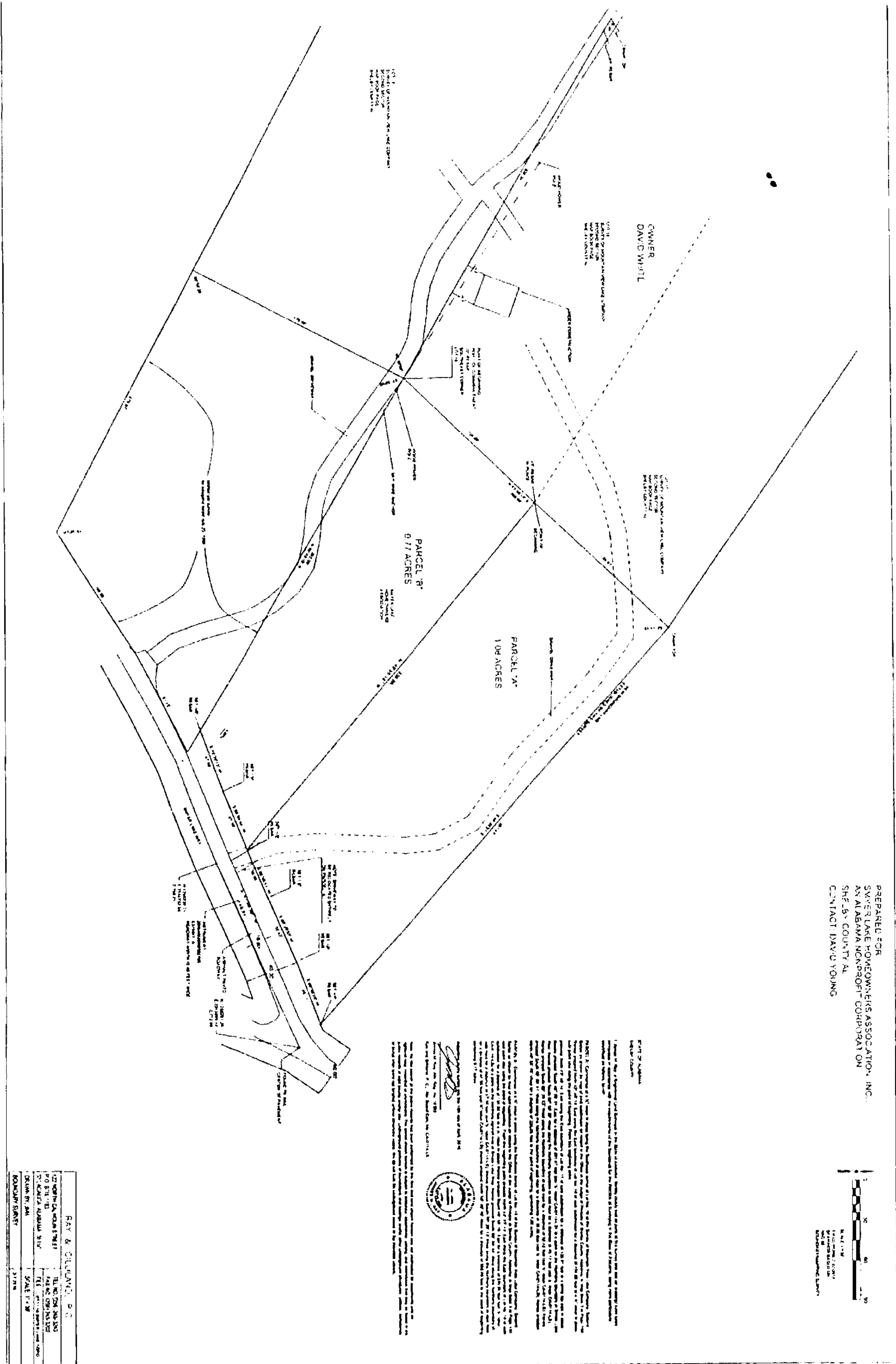


EXHIBIT "B"

LEGAL DESCRIPTION  
(attached hereto)





## CHICAGO TITLE INSURANCE COMPANY

## EXHIBIT A

The Land is described as follows:

**PARCEL A:**

Commence at a 1/2" rebar in place being the Southeast line of Lot 17-A according to White's Resurvey as recorded in Map Book 49, page 6, in the Probate Office of Shelby County, Alabama (Formerly known as the Southeast corner of Lot 18 according to the Survey of Mountain View Lake Company, Second Sector as recorded in Map Book 3 at Page 150); thence proceed North 43° 45' 14" East along the Southeast boundary of Lot 17-A of said subdivision for a distance of 134.90 feet to a 1/2" rebar in place said point also being the point of beginning. From this beginning point proceed North 43° 45' 14" East along the East boundary of Lot 17-A of said subdivision for a distance of 135.01 feet to a crimp top pipe in place; thence proceed South 48° 26' 21" East for a distance of 391.47 feet (set 1/2" rebar CA-0114-LS) to a point on the Northerly boundary of Smyer Lake Way; thence proceed South 69° 59' 29" West along the Northerly boundary of said road for a distance of 49.11 feet (set 1/2" rebar CA-0114-LS); thence proceed South 66° 29' 53" West along the Northerly boundary of said road for a distance of 52.42 feet (set 1/2" rebar CA-0114-LS); thence proceed South 66° 06' 41" West along the Northerly boundary of said road for a distance of 39.06 feet (set 1/2" rebar CA-0114-LS); thence proceed North 49° 55' 16" West for a distance of 335.05 feet to the point of beginning.

**PARCEL B:**

Commence at a 1/2" rebar in place being the Southeast line of Lot 17-A according to White's Resurvey as recorded in Map Book 49, page 6, in the Probate Office of Shelby County, Alabama (Formerly known as the Southeast corner of Lot 18 according to the Survey of Mountain View Lake Company, Second Sector as recorded in Map Book 3 at Page 150), said point also being the point of beginning. From this beginning point proceed North 43° 45' 14" East along the Southeast boundary of Lot 17-A of said subdivision for a distance of 134.90 feet to a 1/2" rebar in place; thence proceed South 49° 55' 16" East for a distance of 335.05 feet (set 1/2" rebar CA-0114-LS) to a point on the Northerly right-of-way of Smyer Lake Way; thence proceed South 68° 04' 44" West along the Northerly boundary of said road for a distance of 47.10 feet (set 1/2" rebar CA-0114-LS); thence proceed South 70° 20' 13" West along the Northerly boundary of said road for a distance of 47.59 feet (set 1/2" rebar CA-0114-LS); thence proceed North 59° 49' 16" West for a distance of 302.09 feet to the point of beginning.



EXHIBIT "C"

TITLE REPORT  
(attached hereto)





## CHICAGO TITLE INSURANCE COMPANY

ans  
ORIGINAL VERSION  
Print Date: 06/04/2018 at 16:17:38

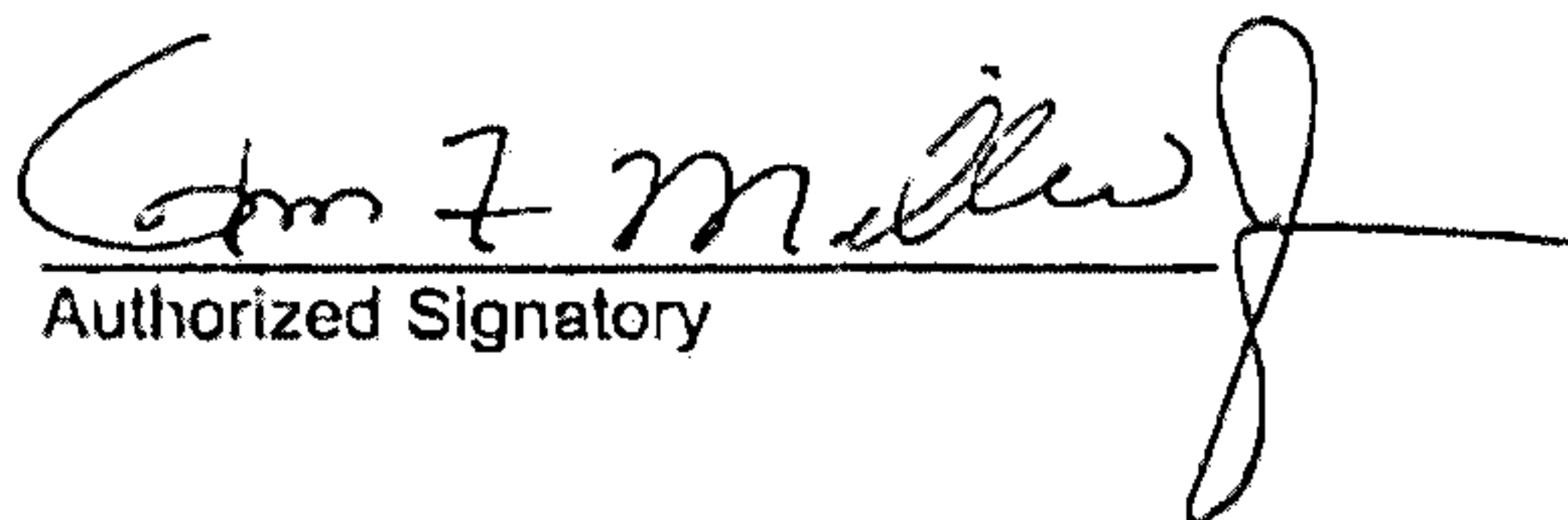
**Transaction Identification Data for reference only:**

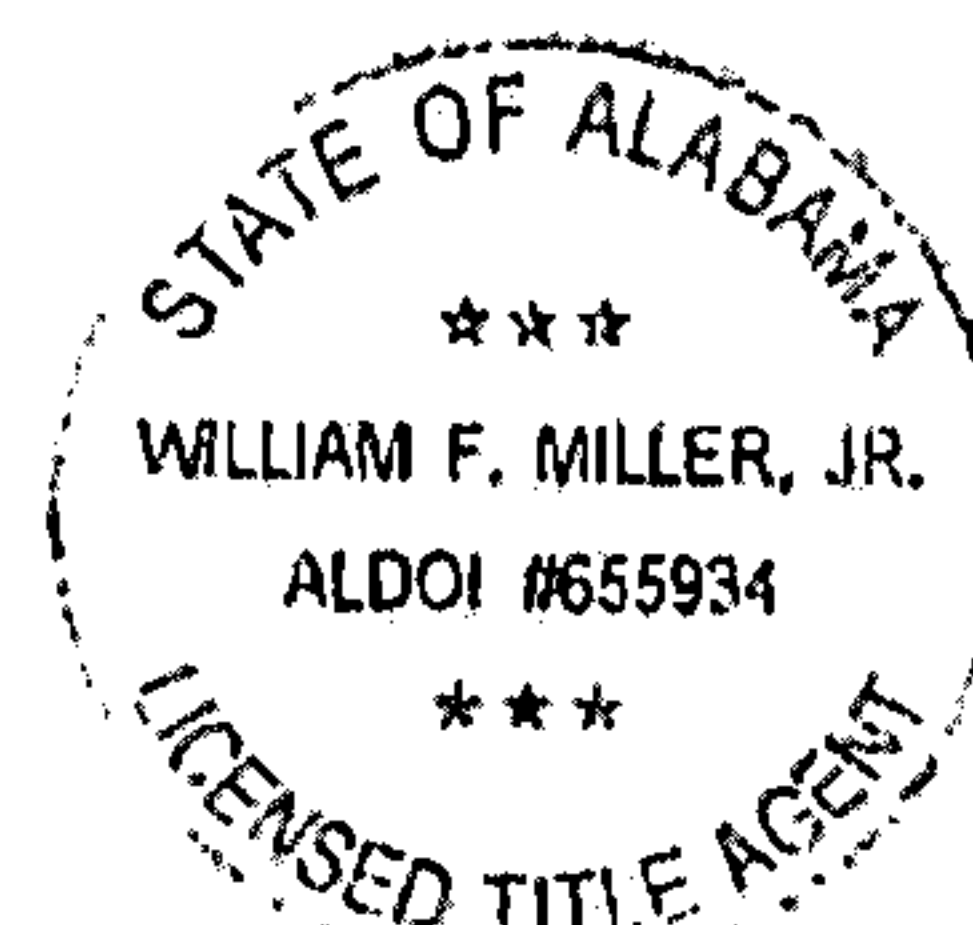
Issuing Agent: Land Title Company of Alabama      Loan ID No.:  
ALTA® Universal ID: 0000016  
Commitment: 1545P-18  
Property Address: AL

### SCHEDULE A

1. Commitment Date: June 1, 2018 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)  
Proposed Insured: Legally Qualified Purchaser  
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:  
**Smyer Lake Homeowners Association, Inc., an Alabama nonprofit corporation**
5. The Land is described as follows:  
**SEE EXHIBIT A ATTACHED HERETO**

By: Land Title Company of Alabama  
License No.: 0187964

  
Authorized Signatory



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance 8-1-16 - Schedule A

File No.: 1545P-18

EXHIBIT "C"

**SCHEDULE B**  
(Continued)

**THIS IS THE END OF SCHEDULE B, PART I**

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All taxes for the year 2018 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or herein after furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Such state of facts as shown on record subdivision plat, as applicable.
9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
10. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.
11. Any adverse claim based upon changes in the boundary line of the land resulting from erosion or accretion caused by the flow of Smyer Lake.
12. Less and except any portion of subject property lying within a road right of way.

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ALTA Commitment for Title Insurance 8-1-16 - Schedule B



File No.: 1545P-18

**SCHEDULE B**  
(Continued)

13. Rights of others in and to the use of easement for ingress/egress recorded in Deed Book 279, page 658; Deed Book 298, page 839; Instrument 1993-8109 and Instrument 1993-8108, in the Probate Office of Shelby County, Alabama.
14. Terms, Conditions, Reservations, Restrictions and Agreement recorded in Instrument 1993-8110, amended in Instrument 20051110000589330, amended in Instrument 20170628000230490, in the Probate Office of Shelby County, Alabama.
15. Agreement Relating to Lot 17 as recorded in Instrument 1993-8111, in the Probate Office of Shelby County, Alabama.
16. Agreement as recorded in Instrument 1993-8112, in the Probate Office of Shelby County, Alabama.
17. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 180, page 35; Deed Book 182, page 25; Deed Book 184, page 172; Deed Book 185, page 475; in the Probate Office of Shelby County, Alabama.
18. Easement to the Water Works Board, as recorded in Real 69, page 423, in the Probate Office of Shelby County, Alabama.
19. Easement recorded in Real 173, page 924 in the Probate Office of Shelby County, Alabama. 1988
20. Restrictions as recorded in Deed Book 172, page 236, Amended and Restated Restrictions as recorded in 20060808000382710, First Amendment as recorded in Instrument 20070706000318420 re-recorded in Instrument 20070730000353670, Second Amendment as recorded in Instrument 20090731000294630, Third Amendment as recorded in Instrument 20120713000250680, in the Probate Office of Shelby County, Alabama.
21. Non-exclusive Easement Agreement for ingress, egress, and utilities as recorded in Instrument 20090917000355130, in the Probate Office of Shelby County, Alabama.
22. Memorandum of Agreement regarding Driveway encroachment as recorded in Instrument 20151026000371340, Instrument 20151026000371350, Instrument 20151026000371360, in the Probate Office of Shelby County, Alabama.

**THIS IS THE END IS SCHEDULE B, PART II**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/29/2019 01:32:43 PM  
\$61.50 CHERRY  
20190129000030080

*Allen S. Byrd*

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ALTA Commitment for Title Insurance 8-1-16 - Schedule B



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