

THIS INSTRUMENT PREPARED BY:
MARK S. BOARDMAN, ESQ.
BOARDMAN, CARR, PETELOS,
WATKINS, & OGLE, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

GRANTEE'S ADDRESS:
Charlot B. Denny and Eugene A. Denny, Jr.
100 Indian Landing Road
Pelham, AL 35124

STATE OF ALABAMA)

GENERAL WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **James G. Kovakas and Penny O. Kovakas, husband and wife**, (hereinafter referred to as GRANTORS), whose address is 658 Highway 431, Wilsonville, AL, the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANNEES, **Charlot B. Denny and Eugene A. Denny, Jr.**, (hereinafter referred to as GRANNEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

A part of the Northeast 1/4 of the Southeast 1/4 in Section 28, Township 19 South, Range 1 East, described as follows: Begin at the intersection of the North line of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 1 East, and the Westerly right of way of Shelby County Highway #55; thence run Westerly along the North line of said 1/4 1/4 Section for 413.94 feet; thence 82 deg. 02 min. 08 sec. left and run Southerly for 155.38 feet; thence 85 deg. 15 min. 06 sec. left, run Southeasterly for 345.18 feet to the Westerly right of way of said Highway #55; thence 79 deg. 09 min. 23 sec. left and run Northeasterly along said right of way for 247.13 feet to the point of beginning; being situated in Shelby County, Alabama.

Property Address: 9481 Highway 55, Westover, AL 35185

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$300,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANNEES, 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 GRANNEES 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 GRANNEES herein shall take as tenants in common, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANNEES, and with GRANNEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANNEES, and GRANNEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 15th day of February, 2019.

James G. Kovakas

Penny O. Kovakas

Shelby County, AL 02/18/2019
State of Alabama
Deed Tax: \$75.00

2019021800050060 1/2 \$93.00
Shelby Cnty Judge of Probate, AL
02/18/2019 08:13:36 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that James G. Kovakas and Penny O. Kovakas, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15th day of February, 2019.

Law Rees
NOTARY PUBLIC
My Commission Expires: 3/26/2022

