

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

GRANTEE'S ADDRESS:
Keith Marbury and
Sherry Marbury
89 Junearl Drive
Chelsea, AL 35043

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Four Hundred Thousand and 00/100 (\$400,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **June Niven and spouse, Samuel Earl Niven**, (hereinafter referred to as GRANTOR), whose address is P. O. Box 75, Chelsea, AL, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Keith Marbury and Sherry Marbury, husband and wife**, (hereinafter referred to as GRANTEE), 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:

Lot A, according to the Amended Map of Chesser Plantation, as recorded in Map Book 31 page 21 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Property Address: 89 Junearl Drive, Chelsea, AL 35043

This property shall be exempt from and not subject to the terms, provisions, conditions and restrictions of the Chesser Plantation Declaration of Covenants, Conditions and Restrictions, as recorded in Instrument #2002-10788 in the Office of the Judge of Probate of Shelby County, Alabama. Furthermore, Grantee, and their successors and assigns, shall be exempt from membership in the Association. The property shall be used for single-family residential purposes only and no more than one single-family residence shall be permitted within the property. No further subdivision of the Property shall be allowed without the express written consent of the Association. As shown on the above-referenced Amended Map of Chesser Plantation, a fifty foot wide buffer shall be maintained perpetually along the western boundary of the Property (the Buffer). Said Buffer shall be and remain a natural, undisturbed green area, free from any improvements of any nature whatsoever. The westernmost boundary of the Buffer approximately follows a creek which shall be and remain a natural and undisturbed drainage channel that shall not be diverted, obstructed, or polluted in any manner whatsoever.


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

Subject property does not constitute the homestead of the Grantor or her spouse, as defined by the Code of Alabama.

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 GRANTEE, 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

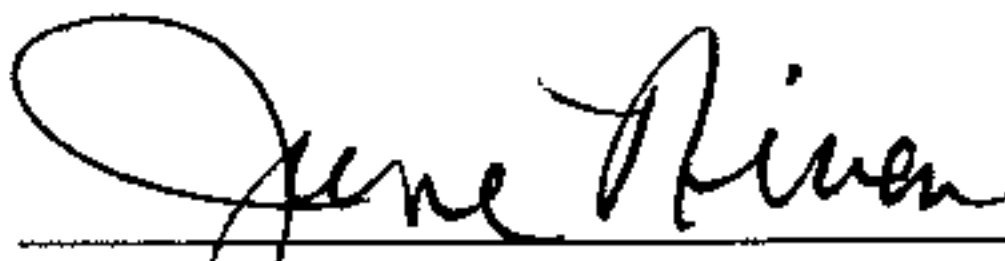
AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except 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 GRANTOR will, and GRANTOR heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE heirs and assigns, forever against the lawful claims of all persons.


Shelby County, AL 03/04/2019
State of Alabama
Deed Tax: \$400.00


20190304000067060 1/2 \$418.00
Shelby Cnty Judge of Probate, AL
03/04/2019 08:15:22 AM FILED/CERT



IN WITNESS WHEREOF, said GRANTOR has hereunto set her hand and seal this the 1st day of March, 2019.



June Niven



Samuel Earl Niven

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that June Niven and spouse, Samuel Earl Niven, 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, they signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 1st day of March, 2019.


NOTARY PUBLIC
My Commission Expires: 10-26-2022


20190304000067060 2/2 \$418.00
Shelby Cnty Judge of Probate, AL
03/04/2019 08:15:22 AM FILED/CERT