

Send tax notice to:
CLIFTON RUTLEDGE
120 CONNEMARA TRAIL
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

2019201

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **BARBARA PENDLETON and CLYDE L PENDLETON, WIFE AND HUSBAND** whose mailing address is: 1326 Chipmunk Forest Chase, Powder Springs, GA 30127 (hereinafter referred to as "Grantors") by **CLIFTON RUTLEDGE and CHRISTY RUTLEDGE** whose property address is: 120 Connemara Trail, 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 40A, according to the Stonegate Realty-Resurvey of Lots 40 and 41A, as recorded in Map Book 33, Page 85, in the Office of the Judge of Probate 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 of Stonegate Realty - Resurvey of Lots 40 and 41A, recorded in Map Book 33, page 85, in the Probate Office of Shelby County, Alabama.
3. Subject to covenants, conditions and restrictions as set forth in the document recorded in Instrument #2001-5954; amended and restated in Instrument #2001-12016; Instrument #2001-5954; Instrument #2001-12016 and Instrument #2003-11166, and any amendments thereto, in the Probate Office of Shelby County, Alabama.
4. Terms and conditions as set forth in the Articles of Incorporation of Stonegate Farms Property Owners Association, Inc. as recorded in Instrument #2001-5955, together with all rules and regulations promulgated pursuant thereto or which may be imposed from time to time by said Association.
5. Easement to Alabama Power Company as recorded in Deed Book 176, page 381; Deed Book 185, page 475; Real 15, page 899; Deed Book 148, page 18; Deed Book 182, page 326; Deed Book 184, page 172; Deed Book 138, page 307; Deed Book 310, page 991; Deed Book 242, page 146; Deed Book 180, page 35 and Instrument #20050802000388980, in the Probate Office of Shelby County, Alabama.
6. Agreement set out in Instrument #1993-8112, in the Probate Office of Shelby County, Alabama.


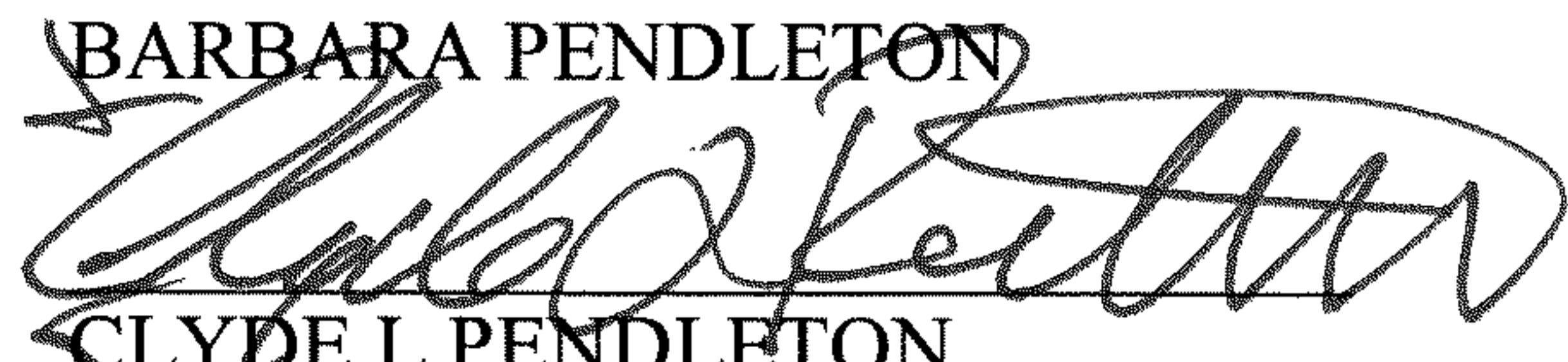
7. Terms, conditions, reservations and restrictions contained in the agreement dated March 19, 1998, by and between Smyer and Shelby Lake Corporation as recorded in Instrument #1993-8110, in the Probate Office of Shelby County, Alabama.
8. Easement and use restrictions agreement recorded in Instrument #2001-02969, in the Probate Office of Shelby County, Alabama.
9. Option Agreement recorded in Instrument #2001-02970, in the Probate Office of Shelby County, Alabama.
10. Release of damages, restrictions, modification, covenants, conditions, rights, privileges, immunities, as recorded in Instrument #2001-44913 and Instrument #20040625000349250, in the Probate Office of Shelby County, Alabama.
11. Right of way granted to Water Works and Sewer Board of the City of Birmingham, Alabama as set forth in Instrument #20020718000335510, in the Office of the Judge of Probate of Shelby County, Alabama.
12. Restrictive Covenants and Grant of Land Easement in favor of Alabama Power Company as recorded in Instrument #2002119000577440, as recorded in the Probate Office of Shelby County, AL.

\$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.

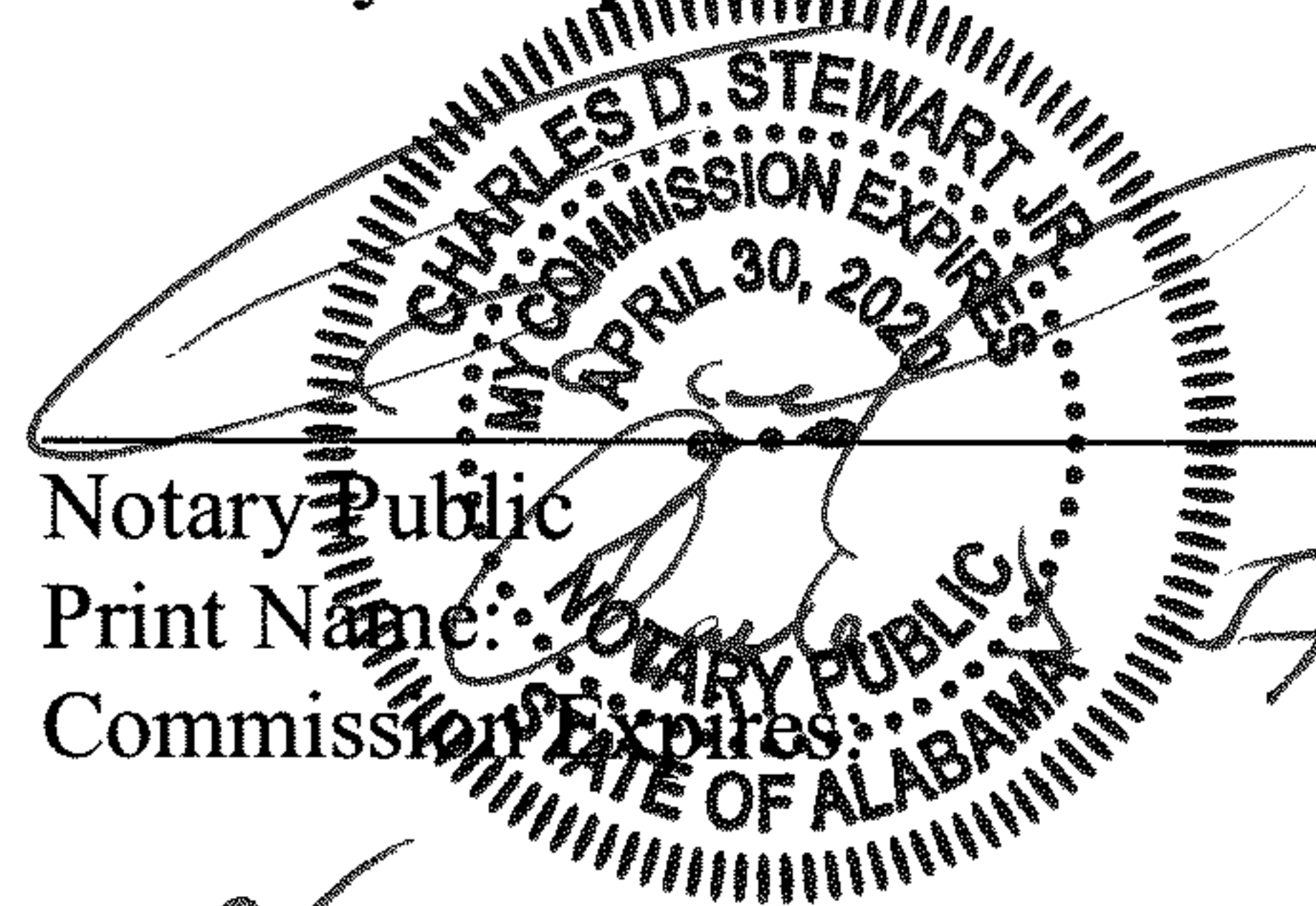

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 5th day of April, 2019.


BARBARA PENDLETON

CLYDE L PENDLETON

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BARBARA PENDLETON and CLYDE L PENDLETON 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 5th day of April, 2019.


Notary Public
Print Name: Charles D. Stewart
Commission Expires: April 30, 2023

4 50 20



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/09/2019 09:28:45 AM
\$993.00 CHERRY
20190409000114450

