20190409000114660 04/09/2019 10:24:26 AM DEEDS 1/2

Send tax notice to:

MARIA DEL PILAR VALENCIA VELEZ 1109 ROLLING HILLS CIRCLE HOOVER, AL, 35244 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

2019182

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

Lot 24, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, 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. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 259, Page 635; Deed Book 4, Page 3798 and Deed Book 358, Page 363, in the Probate Office of Shelby County, Alabama.
- 3. Subject to covenants, conditions and restrictions as set forth in the document recorded in Misc. Book 2, Page 298; Misc. Book 16, Page 768 and Real 257, Page 3, and as shown by Map Book 14, Page 31, in the Probate Office of Shelby County, Alabama.
- 4. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in the Probate Office of Shelby County, Alabama.
- 5. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in the Probate Office of Shelby County, Alabama.
- 6. Restrictions, covenants, and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street than over and upon what is now dedicated and known as Southlake Parkway.
- 7. Agreement regarding ownership, maintenance and use of lake in Misc. Book 7, Page 771, as to the use of the lake property.
- 8. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions, or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3.
- 9. Public utility easements and building setback lines as shown by recorded plat.
- 10. Flood easement as set out in Deed Book 2843, Page 881, in the Probate Office of Shelby County, Alabama.
- 11. Rights of riparian owners in and to the use of the lake.
- 12. 50 foot building line as shown by recorded map.
- 13. 10 foot easement on southwest as shown by recorded map.
- 14. Release of damages as recorded in Real 313, Page 676; Real 346, Page 497 and Real 348, Page 332, in the Probate Office of Shelby County, Alabama.

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15. Transmission line permit to Alabama Power Company as recorded in Deed Book 107, Page 121; Deed Book 104, Page 213; Deed Book 102, Page 55; Deed Book 102, Page 53; Deed Book 161, Page 488 and Deed Book 161, Page 493, in the Probate Office of Shelby County, Alabama.

Kasey Lee Birdsong and Kasey Birdsong are one and the same person.

Shena McCarty Birdsong and Shena Birdsong are one and the same person.

\$678,300.00 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.

SHENA MCCARTY BIRDSONG

By and Through Kasey Lee Birdsong

Her attorney in fact

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that KASEY LEE BIRDSONG 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.

State of Alabama County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kasey Lee Birdsong, whose name as Agent and Attorney in Fact for Shena McCarty Birdsong, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily in his capacity as Attorney in Fact for Shena McCarty Birdsong on the day the same bears date.

Given under my hand and official seal this the 5th day of April, 2019.

Notary

Print Name:

Clerk Shelby County, AL 04/09/2019 10:24:26 AM S54.00 CHERRY 20190409000114660

Filed and Recorded

Official Public Records

Judge of Probate, Shelby County Alabama, County

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