Send tax notice to:
SHANE O'NIEL MINOR
163 CHESSER LOOP ROAD
CHELSEA, AL, 35043

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

2019163

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Twenty-Nine Thousand Nine Hundred and 00/100 Dollars (\$229,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JOSEPH CONALLY DUBOSE and BLAKELY YACU DUBOSE, HUSBAND AND WIFE whose mailing address is: 10 Famington De Woodstock 6-A 30188 (hereinafter referred to as "Grantors") by SHANE O'NIEL MINOR and AIMEE MINOR whose property address is: 163 CHESSER LOOP ROAD, CHELSEA, AL, 35043 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 155, according to the Amended Map of Cottages at Chesser, Phase II, as recorded in Map Book 38, Page 49, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Cottages at Chesser Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20040511000248910 and First Amendment to Declaration as recorded in Instrument No. 20091008000381600, in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration")

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 69, Page 177, in the Probate Office of Shelby County, Alabama.
- 3. Transmission line permits to Alabama Power Company as set out in Deed Book 127, Page 317.
- 4. Easement to Alabama Power Company as recorded in Instrument No. 20030612000368390, in the Probate Office of Shelby County, Alabama.
- 5. Declaration of easement as set out in Instrument No. 2001-21357.
- 6. Restrictions, limitations and conditions as set out in Map Book 33, Page 121 and Map Book 37, Page 92 and Map Book 38, Page 49.
- 7. Easement to Alabama Power Company as recorded in Instrument No. 20060828000422450, in the Probate Office of Shelby County, Alabama.
- 8. 5 foot easement along North lot line as per plat.
- 9. Subject to covenants, conditions and restrictions as set forth in the document recorded in 20040511000248910 and First Amendment as recorded in Instrument No. 20091008000381600 and further amended in Instrument No. 20120124000028010, in the Probate Office of Shelby County, Alabama.

- 10. Memorandum of Sewer Service Agreements regarding Cottages at Chesser in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121102000422170.
- 11. Terms and conditions as set forth in the Articles of Incorporation of Cottages at Chesser Owners Association, Inc. as recorded in Instrument No. 200406/9975 (Jefferson Co), together with all rules and regulations promulgated pursuant thereto or which may be imposed from time to time by said Association.
- 12. Restrictive Covenants and Grant of Land Easement in favor of Alabama Power Company as recorded in Instrument No. 2004091000050421 O and Instrument No. 20040629000355500, as recorded in the Probate Office of Shelby County, AL.
- 13. Minerals, Resources and Groundwater with Rights of Ingress and Egress and Springing Surface Waiver as recorded in Instrument No. 20160216000049240, in the Probate Office of Shelby County, Alabama.
- 14. Reciprocal easement agreement as recorded in Instrument No. 20030429000262650.

\$225,735.00 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 16th day of April, 2019.

ØSEPH CONALLY DUBOSE

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STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOSEPH CONALLY DUBOSE and BLAKELY YACU DUBOSE 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 16th day of April, 2019.

Notary Public

Priort No.

ommission Expires:

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/18/2019 10:06:28 AM
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