# CERTIFICATE OF ACKNOWLEDGMENT OF ACCEPTANCE OF WARRANTY DEED

(Reserved for Recorders Use Only)

#### LET IT BE KNOWN BY THESE PRESENTS

THAT I, David-Invictus: Wheeler, an American Aborigine (American Indian) man with indispensable title to my land and lawful ownership of the landed estate and Land Trust property known as DAVID INVICTUS WHEELER and its real property and interest, under the seal of "David-Invictus: Wheeler" am recorded as the Grantee on the Warranty (Grant) Deed for the real estate described on the attached certified copy of said deed (see attachment A).

It is my free will act and deed to execute this acceptance and acknowledgment of the Warranty Deed and lawful ownership of the property under the terms of the Warranty Deed. I ask that the record on file in the office of the register of deeds, or the office of its equivalence, be updated to show my acceptance of the Warranty Deed as the lawful owner of the real estate.

All of my other real property and interest attached to this real estate is to be immediately returned to me. Any subsequent liens encumbrances, taxes, etc. are void, ab initio/nun pro tunc. Pursuant to Bouvier's Law 1897, "an acknowledged deed is evidence of seizin in the Grantee and authorizes recording it; 82 Mass. 48".

Done under hand and seal of my freewill act and deed.

David-Invictus: Wheeler

STATE OF ALABAMA ()
COUNTY OF SHELBY ()

Invictus Wheeler personally known to me to be the same Man whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that David-Invictus: Wheeler signed, sealed and delivered said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My Comm. Expires

Nov. 13, 2021

AND STATE ATMINISTRATION

Given under my hand and seal this 6th day of May 2019.

MAIL TO: David-Invictus: Wheeler

c/o Albaamaha Indian Country 309 Chesser Loop Circle

Chelsea, Alabama

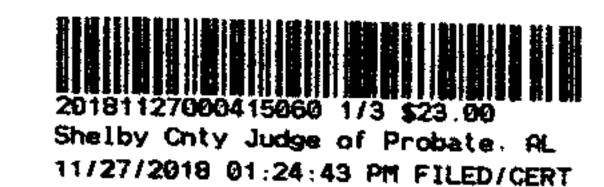
Zip code exempt (DMM 602 1.3e(2))

SEND TAX BILLS TO:

20190521000174380 1/4 \$24.00 Chalby Caty Judge of Probate, AL

Shelby Cnty Judge of Probate, AL 05/21/2019 01:05:12 PM FILED/CERT

#### **ATTACHMENT A**



THIS INSTRUMENT WAS PREPARED BY: FOSTER D. KEY, ATTORNEY AT LAW POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236
(205) 987-2211

PLEASE SEND TAX NOTICE TO:
DAVID INVICTUS WHEELER

SOG Charses Loop Color

Line 15 25 24 3 5 24 3

### **WARRANTY DEED**

STATE OF ALABAMA	,
SHELBY COUNTY	,

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TWO HUNDRED TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$229,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged I, Michelle Lynn Palmer, as Personal Representative of the Estate of Kathy Lynn Hanson, deceased, Probate Case No. 2018-000564, aka Kathy L. Hanson, (herein referred to as GRANTOR), do grant, bargain, self and convey unto DAVID INVICTUS WHEELER, (herein referred to as GRANTEE), the following described real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

Lot 99, according to the Amended Map of Cottages at Chesser Phase 2, recorded in Map Book 38 Page 49, in the Office of the Judge of Probate, Shelby County, Alabama.

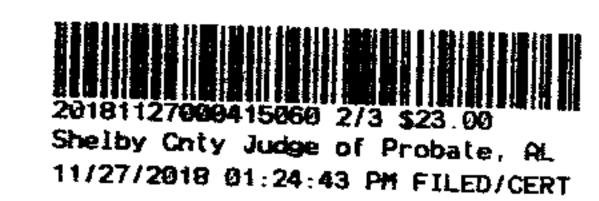
Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Cottages as Chesser as recorded in Instrument No. 20040511000248910, First Amendment to Declaration as recorded in Instrument No. 20091008000381600 and Second Amendment recorded in Instrument No. 2012012400028010, in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter referred to as the Declaration).

## SUBJECT TO:

- 1. Taxes for the year 2019, which are a lien but not yet due and payable until October 1, 2019.
- 2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Instrument No. 20040511000248910, amended in Instrument No. 20091008000381600 and Instrument No. 20120124000028010 in the Probate Office.
- 3. Restrictions, limitations, conditions and other provisions as set out in Map Book 38 Page 49 and Map Book 37 Page 92 in the Probate Office.
- 4. Grant of Land Easement and Restrictive Covenants to Alabama Power Company as set out in instrument(s) recorded in Instrument No. 20040910000504210, Instrument No. 2004062900035550 and Instrument No. 20060828000422450 in the Probate Office.
- Easement(s) to Alabama Power Company as shown and recorded in Instrument No. 20030612000368390 in Probate Office.
- 6. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 127 Page 317 in the Probate Office.
- 7. Less and except any portion of the land within the 60 Foot right of way for Chesser Loop Circle as set out in Map Book 38 page 49.
- 8. Reciprocal Easement Agreement as recorded in Instrument No. 20030429000262650 in the Probate Office.

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- 9. Title to all oil, gas minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, including those set out in Deed Book 69 page 177 in the Probate Office.
- Release of damages as recorded in Instrument No. 20091221000465460, Instrument No. 10. 20100318000079610 and instrument No. 20130107000007990 in the Probate Office.
- Articles of Incorporation of Cottages at Chesser Owners Association, Inc., as recorded in 11. Instrument No. 200406/9975 in the Probate Office.
- 12. Claims against the Estate of Kathy Lynn Hanson, deceased, Probate Case Number 2018-000564.

\$229,000.00 of the hereinabove stated consideration was paid from a purchase money mortgage in the amount of \$231,312.00 of even date and filed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEE, his heirs and assigns forever.

And I do, for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I/we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, his and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF,	have hereunto set my hand	and seal,	this 20TH o	lay of
VOVEMBER, 2018.	11.1.1.	<b>A</b>		•

Michelle Lynn Palmer, as Personal Representative of the Estate of Kathy Lynn Hanson, deceased, Probate Case No. 2018-000564, aka Kathy L. Hanson

STATE OF Fennessee
COUNTY OF Knax

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michelie Lynn Palmer whose name as Personal Representative of the Estate of Kathy Lynn Hanson, deceased, Probate Case No. 2018-000564, aka Kathy L. Hanson is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she, as such Personal Representative and with full authority, has executed the same voluntarily on the day the same bears date on behalf of the Estate of Kathy Lynn Hanson, deceased, Probate Case No. 2018-000564, aka Kathy L. Hanson.

Given under my hand and official seal this 20TH day of NOVEMBER, 2018.

Notary Public

My Commission Expires: 04-04-0000 TENNESSEE SE NOTARY

PUBLIC

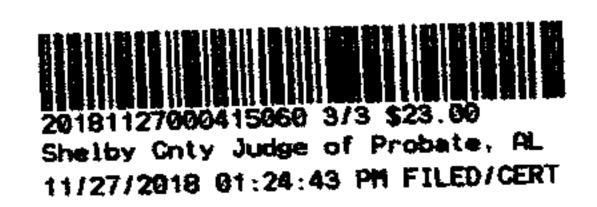
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Grantor's Name: Michelle Lynn Palmer, as Personal Representative of the Estate of Kathy Lynn Hanson, deceased, Probate Case No. 2018-000564, alka Kathy L. Hanson	Grantee's name: DAVID INVICTUS WHEELER		
Mailing Address:	Mailing Address:		
2104 Saint Ives Blvd.	309 Chosser Loop Circle Cholson Al 35043		
Knoxville, TN 37922	Chol. 50 A1 35043		
Property Address:	Date of Sale: NOVEMBER 20, 2018		
309 Chesser Loop Circle	Total Purchase Price: \$229,000.00		
Chelsea, AL 35043	Or		
	Actual Value		
	or		
	Assessor's Market Value		
Bill of Sale	Front of Foreclosure Deed		
Sales Contract	Appraisal		
x Closing Statement	Other		

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