

SEND TAX NOTICE TO:
Stephen R Powers and Shelly S. Powers
566 Chelsea Station Circle
Chelsea, Alabama 35043

This instrument was prepared by:
Shannon E. Price, Esq.
Kudulis, Reisinger & Price, LLC
P. O. Box 653
Birmingham, AL 35201

20190808000286080
08/08/2019 09:06:59 AM
DEEDS 1/3

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of Two Hundred Ninety Eight Thousand dollars & no cents (\$298,000.00)

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

Matthew K. Fendley and Marieke R. Fendley, husband and wife

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

Stephen R Powers and Shelly S. Powers

(herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 32, ACCORDING TO THE SURVEY OF CHELSEA STATION, AS RECORDED IN MAO BOOK 38, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$288,054.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

Taxes for the year 2019 and subsequent years

Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any

Mineral and mining rights, if any.

Restriction, public utility easements, and building setback lines as shown on recorded map and survey of Chelsea Station recorded in Map Book 38, Page 109, in the Office of the Judge of Probate of Shelby County, Alabama.

Sanitary Sewer Agreement recorded in Inst #20121102000422230.

Restrictions, limitations, conditions and other provisions as set out in Inst # 20070829000407640.

Right-of-way to Alabama Power Company recorded in Inst #20070418000180100, Inst #20061212000603870 and in inst #2007/0517.

Agreement in regard to sanitary sewer system as set out in Inst #20060816000399780.

Perpetual non-exclusive easement for access, ingress and egress as recorded in Inst #1994-36503.

Restrictions and covenants appearing of record in Covenants and restrictions as recorded in Inst #1998-36461 and Inst #20070729000407640 and amended by instrument recorded in Inst #20100430000132190, in the Office of the Judge of Probate of Shelby County, Alabama. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

Articles of Incorporation of Chelsea Station Owners Association, Inc. by instrument recorded in Inst #20070829000407630.

Right-of-way to Bellsouth Communications, Inc. d/b/a AT&T Alabama recorded in Inst# 20070823000398020.

First Amendment to Restrictive Covenants as recorded in Inst #2010043000013290.

Second Amendment to Restrictive Covenants as recorded in Inst #20101008000355460.

WARRANTY DEED, JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP
CBT File #1907083

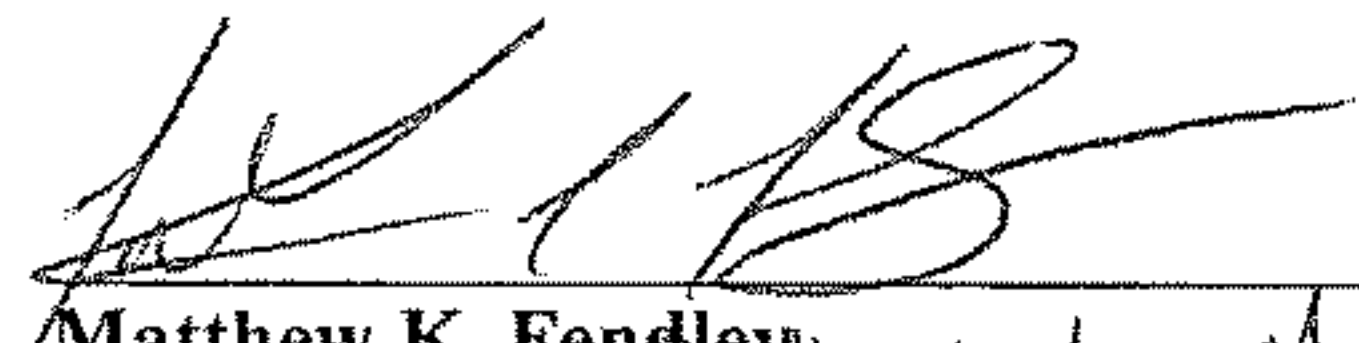
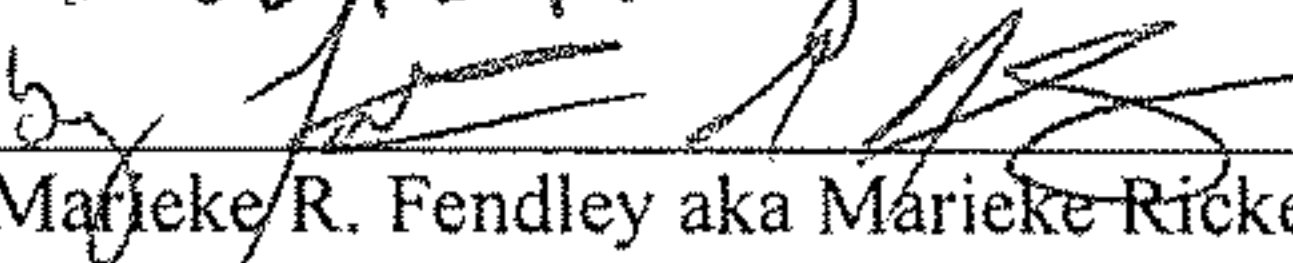
Easement Agreement as recorded in Inst#1998-36462.

Partial termination of sewer service agreement as recorded in Inst #20110509000139430.

TO HAVE AND TO HOLD Unto the said **GRANTEES** 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 grantees 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 grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am (we are) 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 (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said **GRANTEES**, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), **August 2, 2019**.

 (Seal)
Matthew K. Fendley
Marieke R. Fendley aka Marieke Ricketson Fendley
by  agent (Seal)
Marieke R. Fendley aka Marieke Ricketson Fendley by Matthew
Keith Fendley, Agent

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Matthew K. Fendley**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of August, 2019


Notary Public.

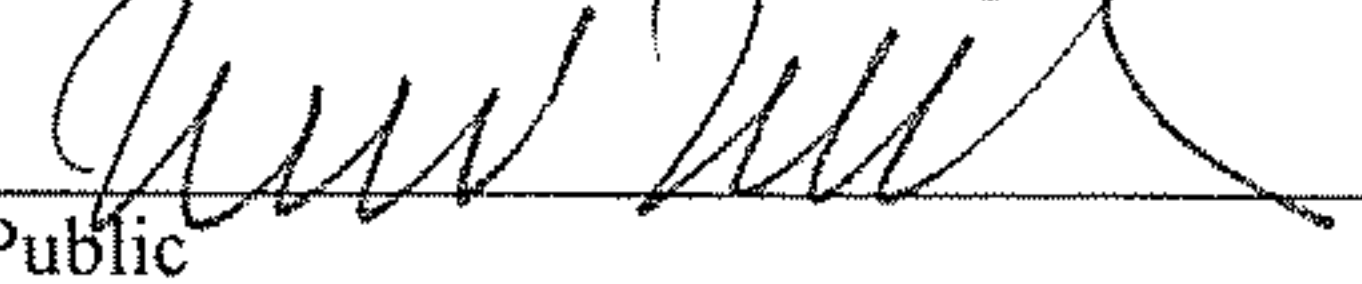
(Seal)

My Commission Expires: _____

WILLIAM PATRICK COCKRELL, II
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2021

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Matthew Keith Fendley whose name as Agent for Marieke R. Fendley aka Marieke Ricketson Fendley, is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and seal on August 02, 2019.


Notary Public

My commission expires: _____

WILLIAM PATRICK COCKRELL, II
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2021

Real Estate Sales Validation Form

This Document must be filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)

Grantor's Name Matthew K. Fendley and Marieke R. Fendley

Grantee's Name Stephen R Powers and Shelly S. Powers

Mailing Address 2355 Fripp Overlook NW
Acworth, Georgia 30101
Property Address 566 Chelsea Station Circle
Chelsea, Alabama 35043Mailing Address 566 Chelsea Station Circle
Chelsea, Alabama 35043

Date of Sale 08/02/2019

Total Purchase Price \$298,000.00

or

Actual Value _____

or

Assessor's Market Value _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale☒ Sales Contract☐ Closing Statement☐ Appraisal☐ Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

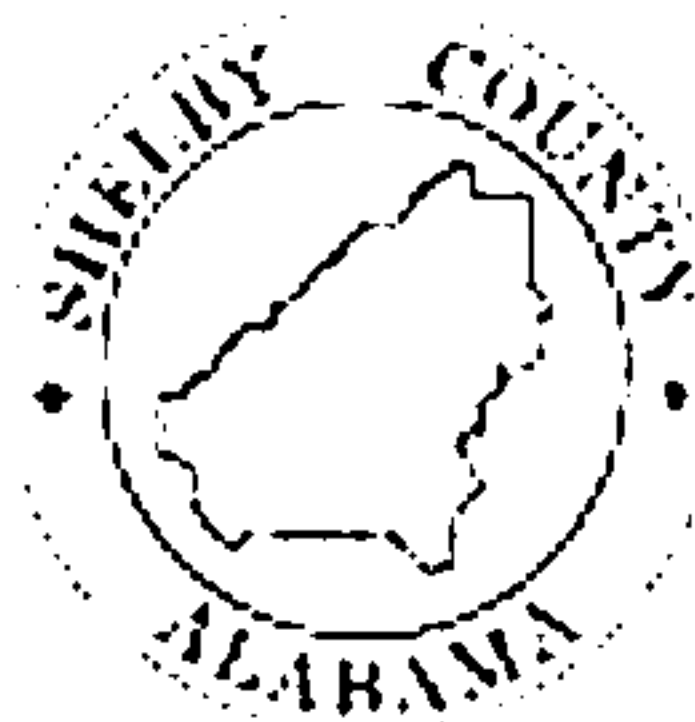
Date _____

Print Stephen R Powers☐ Unattested

(verified by) _____

Sign _____

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/08/2019 09:06:59 AM
 \$31.00 CHERRY
 20190808000286080