#### Upon recording return this instrument to:

Shane Weeks 6150 Rock Mountain Lake Road McCalla, AL 35111

#### This instrument was prepared by:

Michael M. Partain, Esq. Attorney at Law Michael M. Partain, LLC The Kress Building 301 Nineteenth Street, Suite 501 Birmingham, Alabama 35203

#### Mail tax notice to:

Shanc Weeks 6150 Rock Mountain Lake Road McCalla, AL 35111 **RECORDING USE ONLY:** 

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Ala. Code (1975) §40-22-1

Grantor's Name and Mailing Address:
Shelby Investments, LLC

1511 Highway 13 Helena, Alabama 35080 Grantee's Name and Mailing Address:

Shane Weeks 6150 Rock Mountain Lake Road McCalla, AL 35111 **Property Address:** 260 Spring Water Farms

Bessemer, Alabama 35022

Date of Sale: August 9, 2019

**Purchase Price:** \$160,000.00

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

\_\_Bill of Sale \_\_Sales Contract \_\_Olosing Statement \_\_Appraisal \_\_Other

STATE OF ALABAMA )
COUNTY OF SHELBY )

### GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **Shelby Investments**, **LLC**, a Georgia limited liability company (hereinafter referred to as the "Grantor"), in hand paid by **Shane Weeks**, an adult person (hereinafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee that certain parcel of real estate situated in Shelby County, Alabama, being more fully described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantee, and its heirs and assigns forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth herein on **EXHIBIT B** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto to the Grantee, its heirs and assigns forever.

And the Grantor does for itself and for its successors and assigns covenants with the Grantee, its heirs and assigns, that the Grantor is lawfully seized in fee simple of the Property; that it is free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the Property as aforesaid; that the Grantor shall and the Grantor's successors and assigns shall warrant and defend the Property to the Grantee, its heirs and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the 9% day of August, 2019.

Grantor:

Shelby Investments, LLC

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Its: Marager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tim Webster whose name as Manager of **Shelby Investments**, **LLC**, an Alabama limited liability company, 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 instrument, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this  $9^{\text{H}}$  day of August, 2019.

Notary Public

My commission expires:

MAX

OTAR

My Comm. Expires

Jan. 31, 2021

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## **EXHIBIT A**

# Legal Description of the Property

Lot 5, according to the Survey of Spring Water Farms, Phase 2, as recorded in Map Book 51, Page 21, in the Office of the Judge of Probate of Shelby County.

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## **EXHIBIT B**

## **Permitted Exceptions**

- 1. Taxes due in the year of 2019, a lien, but not yet payable, until October 1, 2019, and subsequent years.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
- 3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
- 4. A 60 foot wide ingress, drainage, and utility easement as shown by recorded plat.
- 5. Restrictions, conditions, and utility easement as shown by recorded plat.
- 6. Declaration of Protective Covenants as recorded in Instrument No. 2018-34990 and amended in Instrument No. 20190201000034660.
- Right-of-way in favor of Alabama Power Company as recorded in Volume 368, Page 244, in the Probate Office of Shelby County, Alabama.
- 8. Right-of-way in favor of Jefferson County recorded in Volume 205, Page 146, in the Probate Office of Jefferson County, Alabama.
- 9. Subject to any public utility easements within the boundary of the Property.

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