

Send tax notice to:
JOHN B. CARLISTO, JR.
1267 EAGLE PARK ROAD
BIRMINGHAM, AL, 35242

This instrument prepared by:
Charles D. Stewart, Jr.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA

2019653

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Eight Thousand and 00/100 Dollars (\$308,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **MICHAEL H MCCLAIN and ANNY L MCCLAIN, husband and wife**, whose mailing address is: 1724 Vestherview Ln Vestavia AL 35216 (hereinafter referred to as "Grantors") by **JOHN B. CARLISTO, JR. and COURTNEY M. CARLISTO** whose property address is: **1267 EAGLE PARK ROAD, BIRMINGHAM, AL, 35242** 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 66, according to the Survey of Eagle Point, 12th Sector, Phase III, as recorded in Map Book 24, Page 102, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2019 which constitutes a lien but are not yet due and payable until October 1, 2020.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.
3. Claims or rights under leases, statutory liens, contract liens, or easements not yet filed for record.
4. Rights of parties in possession.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing and any action for forced removal of said minerals as shown in Deed Book 331, Page 262.
7. Any and all reservations, restrictions, easements, right of ways, covenants and/or encumbrances which may appear of record in the Probate Court Records.
8. Building setback lines, drainage and utility easements and restrictions as shown on the recorded plat filed as Map Book 24, Page 102,
9. Covenants, conditions, and restrictions as set forth in instrument recorded in Instrument No. 1996-33773 and Instrument No. 1998-49.
10. Right of way to South Central Bell as recorded in Deed Book 324, Page 837.
11. Release of damages as recorded in Instrument No. 1993-3817 and Deed Book 331, Page 262.

12. Covenants 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 Map Book 24, Page 102 and Instrument No. 1999-11287.
13. Notice to the insured is hereby given that the recorded subdivision map as recorded in Map Book 24, Page 102, contains on the face of same a statement pertaining to natural lime sinks.
14. Right of way granted to South Central Bell Telephone and Telegraph as recorded in Deed Book 52, Page 975.
15. Terms and Conditions as set out in Eagle Point Homeowners Association Restatement of Restrictive Covenants, Restrictions and Easements regarding new construction as set out in Eagle Point Homeowners Association as recorded in Instrument No. 20180222000057130, together with all rules and regulations promulgated pursuant thereto or which may be imposed from time to time by said association.
16. Bylaws of Eagle Point Homeowners Association, Inc. as recorded in Instrument No. 1996-33773.

\$246,400.00 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 4th day of October, 2019.

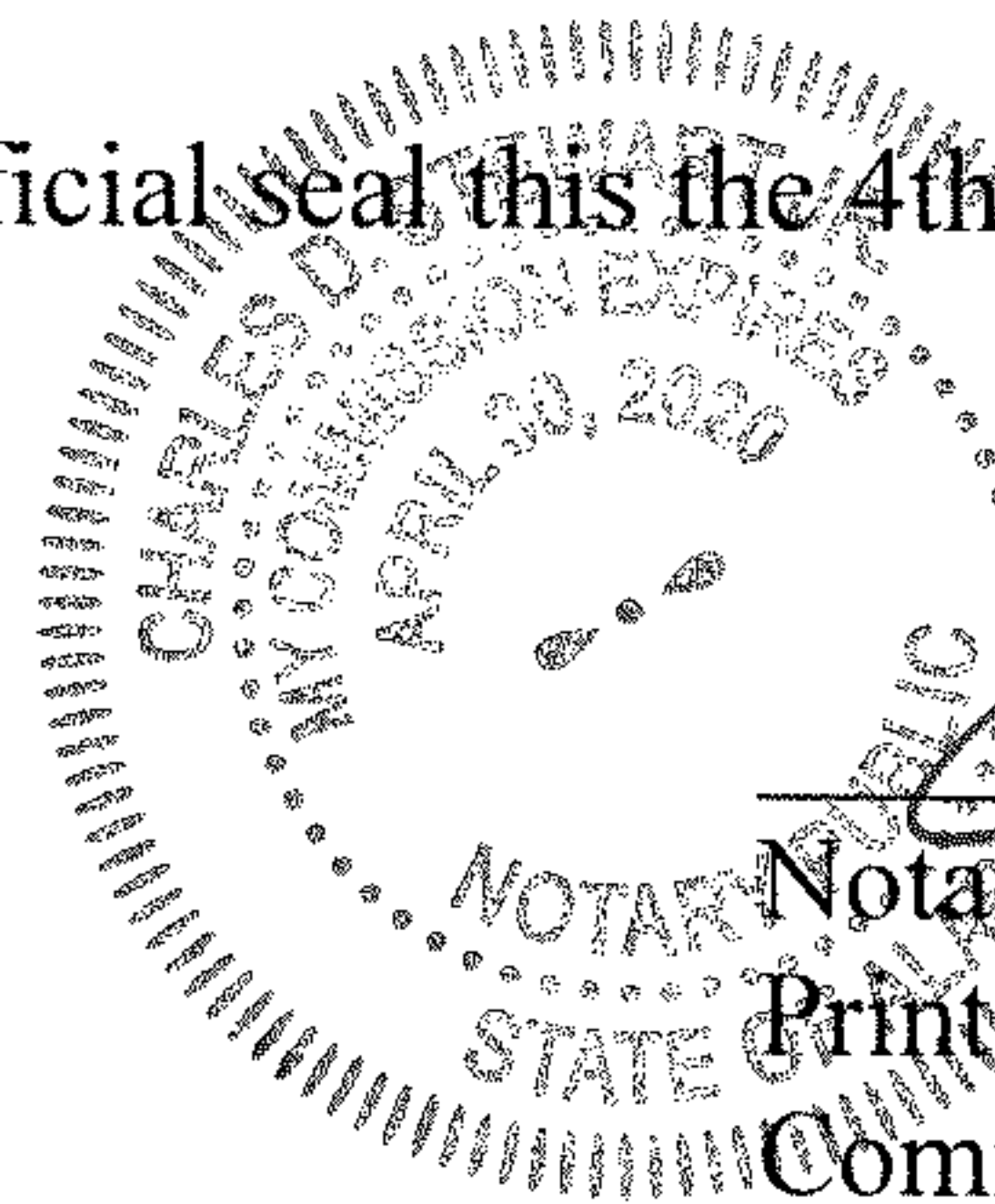

MICHAEL H MCCLAIN


ANNY L MCCLAIN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL H MCCLAIN and ANNY L MCCLAIN 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 4th day of October, 2019.


Notary Public
Print Name: Charles D Harts
Commission Expires: 4/30/2020

30 20



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/14/2019 02:09:42 PM
\$87.00 CATHY
20191014000378240

Alvin S. Bayl