Send tax notice to:
JIMMY R SIMMONS, SR.
251 VICTORIA STATION
MAYLENE, AL, 35114

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

STATE OF ALABAMA

2020034T

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Eighty-Nine Thousand and 00/100 Dollars (\$189,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, DAVID M POPE, a single individual, whose mailing address is: 410 Cresting Cu Mayle AC 35115 (hereinafter referred to as "Grantor") by JIMMY R SIMMONS, SR. and DEBORAH J SIMMONS whose property address is: 251 VICTORIA STATION, MAYLENE, AL, 35114 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 134, according to the map and survey of Cedar Grove at Sterling Gate, Sector 2, Phase 3, as recorded in Map Book 26, Page 122, 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. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Cedar Grove at Sterling Gate, Sector 2, Phase 3, as recorded in Map Book 26, Page 122, in the Probate Office of Shelby County, Alabama.
- 3. 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.
- 4. Articles of Incorporation of the Cedar Grove Homeowners' Association, Inc. as recorded in Instrument #19950412000095071.
- 5. Covenants, Conditions and Restrictions as recorded in Instrument #20000306000071401 and Instrument #20050524000253230.

\$79,000.00 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.

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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 hand and seal this the day of January, 2020.

DAVID M POPE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID M POPE whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \(\frac{1}{2} \) day of January, 2020.

Notary Public

Commission Expires:

A LAND

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/03/2020 02:02:16 PM
\$135.00 CHERRY

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