

SEND TAX NOTICE TO:
Randy L. Smith and Crystal L. Smith
90 Cherry Tree Lane
Cropwell AL 35054

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

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of Eighty Thousand dollars & no cents (\$80,000.00)

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

Jonathan Bryant and Amanda Bryant, husband and wife

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

Randy L. Smith and Crystal L. Smith

(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 5, ACCORDING TO THE MAP AND SURVEY OF WEBSTER FAMILY SUBDIVISION, RECORDED IN MAP BOOK 41, PAGE 28, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

NON-EXCLUSIVE EASEMENT 60-FEET IN WIDTH OVER THE WEST 60 FEET OF THE N 1/2 OF THE NW 1/4 OF SE 1/4., SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST, AS DESCRIBED AND CONVEYED IN DEED BOOK 357, PAGE 88, IN SAID PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This being the same property conveyed to Jonathan Bryant and Amanda Bryant in Instrument # 20170309000081620.

This being the same property conveyed to Kevin Daniel Webster in Instrument # 20170215000054650.

Subject to:

Taxes for the year 2020 and subsequent years

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

Mineral and mining rights, if any.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Plat/Map Book 41, Page 28.

Numerous judgments, tax liens and/or bankruptcies against parties with names similar to the purchaser(s), Crystal Smith and Randy Smith.

Non-exclusive easement 60 foot in width over the West 60 feet of the N 1/2 of the NW 1/4 of SE 1/4, Section 23, Township 20 South, Range 4 West as contained in that certain deed Instrument #1992/4257

Release of Surface rights under that certain Oil and Gas Lease between Champion International Corporation, a New York Corporation and the Louisiana and Land Exploration Company as recorded in Book 55, page 151, in Probate Office.

Right of Way to Shelby County as recorded in Deed Book 221, page 351, in the Probate Office of Shelby County, Alabama.

Easement granted to Alabama Power Company as recorded in Instrument No, 20170915000337940.

Grant of Land Easement and Restrictive Covenants for Underground Facilities in subdivision granted to Alabama Power Company in Instrument No. 1993/15101.

Riparian and other rights created by the fact that the subject property lies adjacent to Lake Jordin extending through the land, without diminution.

Articles of Incorporation of Webster Family Subdivision Homeowners Association, Inc. as recorded in Instrument No. 20100414000114640.

Declaration of Protective Covenants for Webster Family Subdivision recorded in Instrument No. 20100414000114650.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Book 356, Page 207.



Any security interest which may be claimed or perfected under the Uniform Commercial Code. Any loss and/or claim which may result from the fact that a mobile home, or manufactured home, rests on the subject property and that it is not presently attached to the land or that it might at some later time be severed from the land.

Any loss or damage arising for the incorrect map page number on deed recorded in Instrument# 20170215000054650.

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), **May 8, 2020**.

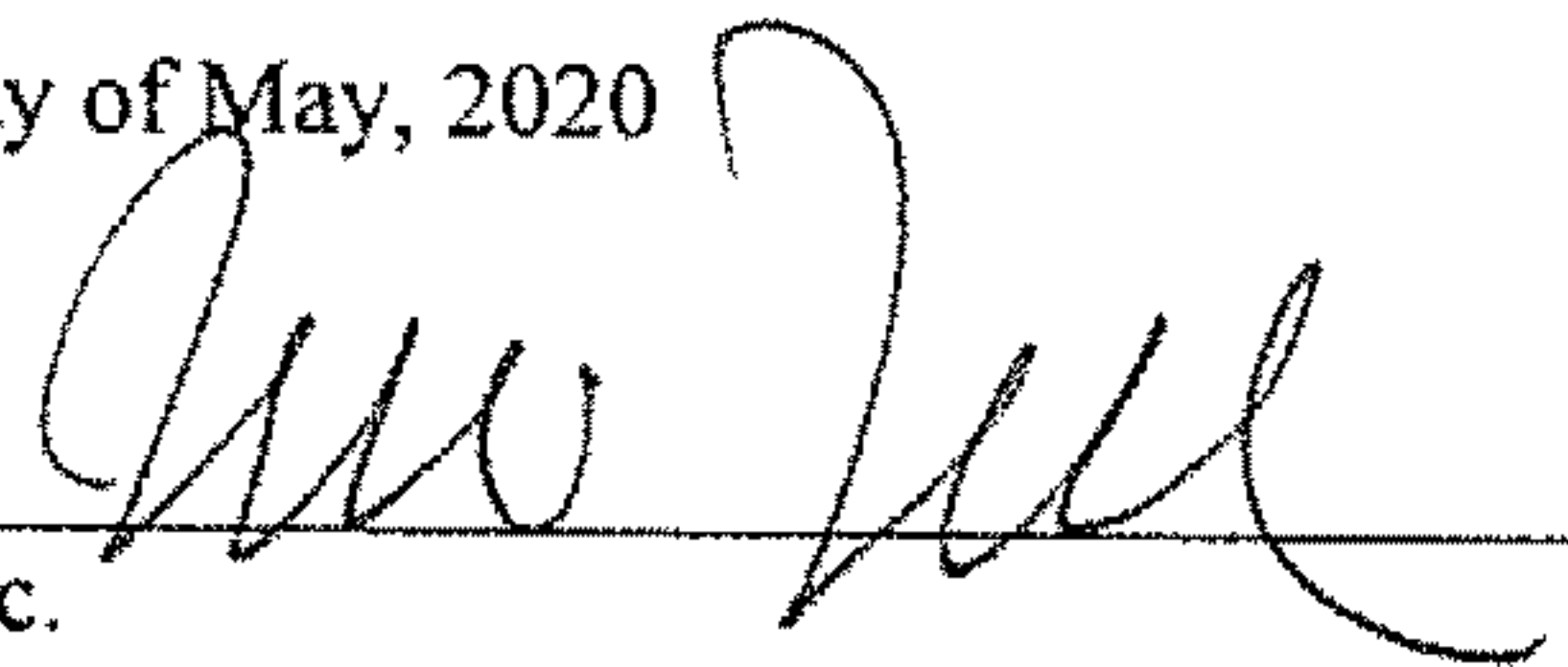
 (Seal)
Jonathan Bryant
 (Seal)
Amanda Bryant

STATE OF ALABAMA
JEFFERSON COUNTY

General Acknowledgement

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jonathan Bryant and Amanda Bryant, husband and wife**, 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 8th day of May, 2020


Notary Public.

(Seal)

My Commission Expires: _____

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

Grantor's Name Jonathan Bryant and Amanda Bryant Grantee's Name Randy L. Smith and Crystal L. Smith

Mailing Address _____

Date of Sale 05/08/2020

or

or

Assessor's Market Value

 Bill of Sale
 X Sales Contract
 Closing Statement

Appraisal

Other

Instructions

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 Randy L. Smith~~

Sign

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/19/2020 08:40:12 AM
\$108.00 CHERRY
20200519000197170

Alli S. Beyal