20200716000296570 07/16/2020 10:21:30 AM DEEDS 1/2

Prepared by: Cassy L. Dailey 3156 Pelham Parkway, Suite 2 Pelham, AL 35124

Send Tax Notice To: Benjamin Wyrosdick Sara Wyrosdick 495 Oxford Way Pelham, AL 35124

# WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama County of Shelby

#### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Ninety Thousand Dollars and No Cents (\$390,000.00) the amount of which can be verified in the Sales Contract between the parties hereto to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we

Gibson & Anderson Construction Co., Inc., an Alabama Corporation, whose mailing address is:

#### 2539 Rocky Ridge Road, Birmingham, AL 35243

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Benjamin Wyrosdick and Sara Wyrosdick, whose mailing address is:

### 495 Oxford Way, Pelham, AL 35124

(herein referred to as grantees) as joint tenants with right of survivorship, the following described real estate property situated in Shelby County, Alabama, the address of which is: 495 Oxford Way, Pelham, AL 35124 to-wit:

Lot 2631, according to the Survey of Weatherly Highlands, The Ledges-Sector 26 Phase I, as recorded in Map Book 26, Page 145, in the Probate Office of Shelby County, Alabama.

Together with certain rights and benefits under the Declaration of Protective Covenants for Weatherly Highlands, the Ledges - Sector 26 - Phase I dated May 4, 2000 and filed of record as Inst. No. 2000-14750, in the Probate Office of Shelby County, Alabama, including, without limitation, the rights and benefits of the insured as successor in interest to Weatherly Partners, L.L.C. under the Covenants.

Subject to: All easements, restrictions and rights of way of record.

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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 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 warrants and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF I(we) have hereunto set my (our) hand(s) and seal(s), this 7th day of July, 2020.

My Comm. Expres

May 17, 2022

GIBSON & ANDERSON CONSTRUCTION CO.,

INC.

Christopher Jay Byrd CFO
Vice President and CFO

State of Alabama County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Jay Byrd, Vice President and CFO of Gibson & Anderson Construction Co., Inc., 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 executed the same voluntarily with full authority on the day the same bears date.

Given under my hand and official seal this the 7th day of July, 2020.

Notary Public, State of Alabama

Cassy L. Dailey

Printed Name of Notary

My Commission Expires: May 17, 2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/16/2020 10:21:30 AM
\$415.00 CATHY

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