

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED


20211119000558960 1/2 \$74.50
Shelby Cnty Judge of Probate, AL
11/19/2021 01:55:41 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of four hundred ninety five thousand and no/100 (\$495,000.00), being the contract sales price, to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, John E. Adams a/k/a John Ellis Adams, a single person, (Grantor) whose address is 200 Cahaba Park South, Suite 200, Birmingham, Alabama 35242 does grant, bargain, sell and convey unto Thomas Adent, II and Lori Ann Adent (Grantee), whose address is 327 Heath Drive, Birmingham, Alabama 35242 the following described real estate situated in Shelby County, Alabama to-wit:

PARCEL I:

Lot 19, according to the Survey of Mountain View Lake Company, Second Sector, as recorded in Map Book 3, page 150, in the Probate Office of Shelby County, Alabama. Situated and lying and being in the County of Shelby and State of Alabama.

ALSO:

A tract of land lying adjacent to the Southeast line of Lot 19, Mountain View Lake Company 2nd Sector, as recorded in Map Book 3, page 150, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 19, in said Subdivision and run Southeast along a Southeasterly extension of the Northeasterly line of said lot for a distance of 320.73 feet to the edge of a travelway; thence turn an angle of 122°35' to the right and run in a Southwesterly direction, along said travelway, for a distance of 81.15 feet; thence turning an angle of 5°29' to the left, continue along said travelway for a distance of 108.80 feet; thence turn an angle of 60°24'46" to the right and run in a Northwesterly direction along a Southeasterly extension of the Southwesterly line of said Lot 19, in said subdivision, for a distance of 220.04 feet to the Southeasterly corner of said lot; thence turn an angle of 90° to the right and run along the Southeasterly line of said lot for a distance of 175.0 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

Commence at a 1/2" rebar in place being the Southeast line of Lot 17-A according to White's Resurvey as recorded in Map Book 49, page 6, in the Probate Office of Shelby County, Alabama (Formerly known as the Southeast corner of Lot 18 according to the Survey of Mountain View Lake Company, Second Sector as recorded in Map Book 3 at page 150), said point also being the Point of Beginning; from this beginning point proceed North 43°45'14" East along the Southeast boundary of Lot 17-A of said subdivision for a distance of 134.90 feet to a 1/2" rebar in place; thence proceed South 49°55'16" East for a distance of 335.05 feet (set 1/2" rebar CA-0114-LS) to a point on the Northerly right-of-way of Smyer Lake Way; thence proceed South 68°04'44" West along the Northerly boundary of said road for a distance of 47.10 feet (set 1/2" rebar CA-0114-LS); thence proceed South 70°20'13" West along the Northerly boundary of said road for a distance of 47.59 feet (set 1/2" rebar CA-0114-LS); thence proceed North 59°49'16" West for a distance of 302.09 feet to the Point of Beginning.

AKA 56 Smyer Lake Way, Leeds, Alabama 35094

SUBJECT TO:

Ad valorem taxes due October 1, 2022.

Restrictions and Easements as shown by recorded map.

Rights of other to use the private road as set out on the subdivision map and restrictions.

The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.

Less and except any portion of subject property lying within a road right of way.

Rights of others in and to the use of easement for ingress/egress recorded in Deed Book 279, page 658; Deed Book 298, page 839; Instrument 1993-8109 and Instrument 1993-8108, in the Probate Office of Shelby County, Alabama.

Terms, Conditions, Reservations, Restrictions and Agreement recorded in Instrument 1993-8110, amended in Instrument 20051110000589330, amended in Instrument 20170628000230490, in the Probate Office of Shelby County, Alabama.

Agreement Relating to Lot 17 as recorded in Instrument 1993-8111, in the Probate Office of Shelby County, Alabama.

Agreement as recorded in Instrument 1993-8112, in the Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 180, page 35; Deed Book 182, page 25; Deed Book 184, page 172; Deed Book 185, page 475; in the Probate Office of Shelby County, Alabama.

Easement to the Water Works Board, as recorded in Real 69, page 423, in the Probate Office of Shelby County, Alabama.

Easement recorded in Real 173, page 924 in the Probate Office of Shelby County, Alabama.

Restrictions as recorded in Deed Book 172, page 236, Amended and Restated Restrictions as recorded in 20060808000382710, First Amendment as recorded in Instrument 20070706000318420 re-recorded in

Instrument 20070730000353670, Second Amendment as recorded in Instrument 20090731000294630, Third Amendment as recorded in Instrument 20120713000250680, in the Probate Office of Shelby County, Alabama.

Non-exclusive Easement Agreement for ingress, egress, and utilities as recorded in Instrument 20090917000355130, in the Probate Office of Shelby County, Alabama.

Memorandum of Agreement regarding Driveway encroachment as recorded in Instrument 20151026000371340, Instrument 20151026000371350, Instrument 20151026000371360, in the Probate Office of Shelby County, Alabama.

Access Easement Agreement recorded in Instrument 20190129000030110 in the Probate Office of Shelby County, Alabama.

 \$445,500.00 of the consideration was paid from the proceeds of a purchase money mortgage

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, the heirs and assigns of the grantees herein shall take as tenants in common.

And said **Grantor** does for himself, his heirs, successors, assigns, and personal representatives covenant with said **Grantees**, their heirs, successors and assigns that he is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that he has a good right to sell and convey the same as aforesaid, and that he will and his heirs, successors, assigns and personal representatives shall, warrant and defend the same to the said **Grantee**, her heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has caused this conveyance to be executed this the 9th day of November, 2021.

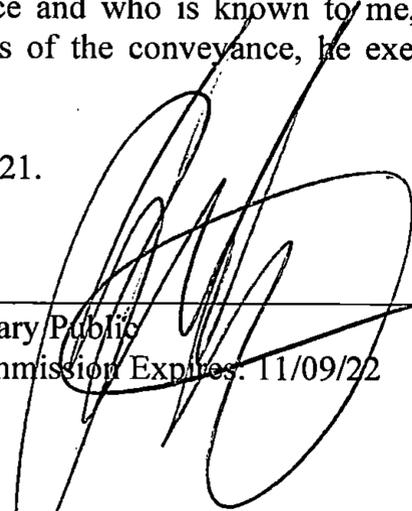


JOHN E. ADAMS

STATE OF ALABAMA
JEFFERSON COUNTY

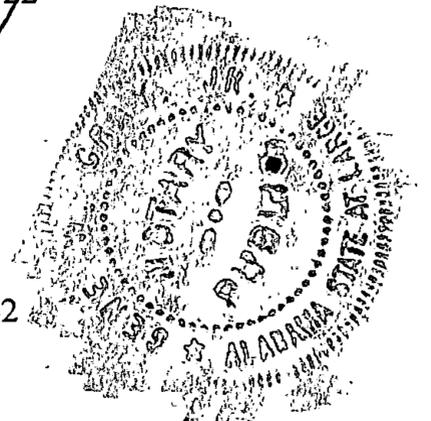
I, Gene W. Gray, Jr., a Notary Public in and for said County in said State, hereby certify that **John E. Adams**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9TH day of November, 2021.


Notary Public
Commission Expires: 11/09/22

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr
2100 Southbridge Parkway,
Suite 338
Birmingham, AL 35209
205-879-3400
File 221348

SEND TAX NOTICE TO:
Thomas Adent, II
Lori Ann Adent
327 Heath Drive
Birmingham, Alabama 35242
#03-6-24-0-000-029.000



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