20220506000185710 05/06/2022 08:13:15 AM DEEDS 1/2

Send tax notice to:
DAVID J DeARAUJO
200 HAWTHORN STREET
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

2022160

SHELBY COUNTY

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Ninety Thousand and 00/100 Dollars (\$590,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JEROD C SINCLAIR and ALLISON SINCLAIR, HUSBAND AND WIFE, whose mailing address is SINCLAIR, HUSBAND AND WIFE, whose mailing address is (hereinafter referred to as "Grantors") by DAVID J DEARAUJO and LISA A DEARAUJO whose property address is: 200 HAWTHORN STREET, BIRMINGHAM, AL, 35242 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, 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 16-01, Block 16, according to the Survey of Mt. Laurel, Phase III, as recorded in Map Book 34, page 137, in the Probate Office of Shelby County, Alabama.

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2021 which constitutes a lien but are not yet due and payable until October 1, 2022.
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
- 3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
- 4. Easement granted Alabama Power Company recorded in Inst. No. 20040910000504440.
- 5. Covenants and Agreement for water service dated April 24, 1989 and recorded in Real Book 235, Page 611.
- 6. Sewer Service Agreement dated June 22, 1999 by and between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set out in Inst .No.1999·35429 with ratification recorded in Inst .No. 2000-41410.
- 7. Restrictions, covenants and conditions as set out In Instrument(s) recorded in Inst. No. 2000-35579; amended by 1st Amendment thereto and recorded In Inst. No.2000-38859 and rerecorded as Inst. No. 2000-36270; 2nd Amendment as recorded in Inst No.. 2000-38860 and 3rd Amendment as recorded In Inst. No. 2001-03681 and 4th Amendment as recorded In Inst. No. 20030213000091860 and 5'h Amendment as recorded in Inst. No. 20030327000184530 and 6th Amendment as recorded In Inst. No. 20030327000184540 and 7th Amendment as recorded in Inst. No. 20030627000327120 and 8th Amendment In Inst. No.20040413000191810 and 9th Amendment recorded in Inst. No. 20040623000340720 and 10<sup>th</sup>

Amendment recorded In Inst. No. 20041015000569110; 11th Amendment recorded in Inst. No. 20050714000352130; 12th Amendment recorded in Inst. No. 2006-616320; 13th Amendment recorded in Inst. No. 2007-487350; 14th Amendment recorded in Inst. No. 2008-289820; 15th Amendment recorded In Inst. No. 2008-470230; 16th Amendment recorded in Inst. No. 2009-427120; 17°' Amendment recorded in Inst. No. 2013-415550; 18th Amendment recorded in Inst. No. 2014-012710 and 19° Amendment recorded in Inst. No. 2015-346630 in the Probate Office.

- 8. Sewer Service Agreement with Double Oak Water Reclamation, LLC as recorded in Inst. No. 2012-427740.
- 9. Grant of Easement to Marcus Cable Associates LLC as recorded in Inst. No. 2010-428650

\$531,000.00 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.

The Grantors do for themselves, their successors and assigns, covenant with the Grantees, their successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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-WITHESS WHEREOF, said Grantors, have hereunto set their hand and seal this the day of May, 2022.

JEROD C SINCLAIR

ISONSINCLAIR

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEROD C SINCLAIR and ALLISON SINCLAIR whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day of May, 20

Notary Public

Print Name:

Commission Expires:

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 05/06/2022 08:13:15 AM **\$84.00 PAYGE** 

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