Send tax notice to:
Daniel Lee Drake
477 Foothills Parkway
Chelsea, AL, 35043

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

STATE OF ALABAMA SHELBY COUNTY

2024141

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Fourteen Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$314,525.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Jonathan M Auterson Johanna, A and Auterson whose mailing address spoușe, (hereinafter referred to as "Grantors") by Daniel Lee Drake and Claire Ashley Turner whose property address is: 477 Foothills Parkway, Chelsea, AL, 35043 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, towit:

Lot 15, according to the subdivision plat of Foothills Point, recorded in Map Book 32, page 33, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Foothills Point Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 20031223000824110 and First Amendment recorded in Instrument No. 20051102000569440 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2023 which constitutes a lien but are not yet due and payable until October 1, 2024.
- 2. Esaements, building lines and restrictions 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. Restrictions appearing of record I Instrument No. 20031223000824110 and Instrument No. 20051102000569440.
- 5. Transmission Line Permit to Alabama Power Company recorded in Deed Book 127, page 317.
- 6. Easement to South Central Bell recorded in Deed Book 320, page 931 and Deed Book 336, page 230.
- 7. Sewer Service Agreement recorded in Instrument 20121102000422240.

\$298,798.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantees, their 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 WITNESS WHEREOF, said Grantors, have hereunto set their hand and seal

this the Alay of May, 2024.

Jonathan M Auterson

Johanna S Auterson

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jonathan M Auterson and Johanna S Auterson 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 Albay of May, 2024.

Notary Public
Print Name: Commission Expires: 3 3 3 3 5 5 5



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 05/24/2024 12:05:47 PM

\$340.00 JOANN 20240524000155290

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