STATE OF ALABAMA

## **WARRANTY DEED**

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**COUNTY OF SHELBY** 

## RESERVING LIFE ESTATE

20240805000241710 1/4 \$173.00 Shelby Cnty Judge of Probate, AL 08/05/2024 10:09:23 AM FILED/CERT

BE IT KNOWN BY THESE PRESENTS, that **CYNTHIA S. HUTCHINSON**, an unmarried woman, 609 Polo Circle, Chelsea 35043, (GRANTOR) in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, to her in hand paid by **NATHANAEL HUTCHINSON**, 1150 Eagle Park Rd., Birmingham, AL 35242, and **MARIE KERSEY**, 234 Monterey Pl., Vestavia Hills, AL 35216 (herein referred to as "Grantees"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEES, reserving unto the GRANTOR a life estate in the following described real estate; situated in Shelby County, Alabama, to wit:

All that certain lot or parcel of land situate in Shelby County, Alabama, and being more particularly described as follows: 609 Polo Circle, Chelsea, AL 35043

Lot 93, according to the Survey of Polo Crossings Sector II, as recorded in Map Book 46, Page 21, in the Probate Office of Shelby County, Alabama.

Such land is conveyed subject to the following:

- 1. Ad Valorem taxes and assessments for the current year and future years.
- 2. Building line(s) as shown by recorded map.
- 3. Easement(s) as shown by recorded map.
- 4. Restrictions as shown by recorded map.
- 5. Easement to Alabama Power Company recorded in Instrument 1995-22455, in the Probate Office of Shelby County, Alabama.

$$FMV = $281,100$$
 $12 = $140,550$ 

Shelby County, AL 08/05/2024 State of Alabama Deed Tax:\$141.00

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- 6. Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company recorded in Instrument 20070418000180080 and Instrument 2016022400057180, in the Probate Office of Shelby County, Alabama.
- 7. Covenants, Conditions and Restrictions for Polo Crossings and The Village at Polo Crossings appearing of record in Instrument 20071008000469200, First Amendment recorded in Instrument 20080512000192610, Second Amendment recorded in Instrument 20100325000086330, Third Amendment recorded in Instrument 20100618000195550, Fourth Amendment recorded in Instrument 20160503000147290, Assignment of Developers Rights recorded in Instrument 20100325000086360, Assignment of Developers Rights recorded in Instrument 20160517000168170, Fifth Amendment recorded in Instrument 2017020800047870 in the Probate Office of Shelby County. Alabama.
- 8. Articles of Organization of Polo Crossings Owners Association, Inc, as recorded in Instrument 20071008000469190, in the Probate Office of Shelby County, Alabama.
- 9. Right of way to BellSouth Telecommunications, Inc., recorded in Instrument 20070418000178850, in the Probate Office of Shelby County, Alabama.
- 10. Monument Sign Agreement as recorded in Instrument 20061024000523600, in the Probate Office of Shelby County, Alabama.
- 11. Memorandum of Sewer Service Agreement regarding Polo Crossings, recorded in Instrument 20121102000422260 in the Probate Office of Shelby County, Alabama.
- 12. Declaration of Sanitary Sewer Easement for Double Oak Water Reclamation LLC recorded in Instrument 20090903000340190, in the Probate Office of Shelby County, Alabama.



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13. Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Mineral and mining rights and rights incident thereto and Release of Damages recorded in Instrument 20160914000335220, in the Probate Office of Shelby County, Alabama.

To Have and To Hold the aforegranted premises to the said Grantees, their heirs and assigns forever, subject to the reservation of the life estate of CYNTHIA S. HUTCHINSON and subject to any existing mineral leases, and to any roadways, highways, rights of way or easements for utilities or otherwise, whether recorded or not, and whether visible on the ground or not, and any encroachments of any nature or kind. And the said Grantor does, for herself, her heirs and assigns, covenant with said Grantees, their heirs and assigns, that she is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that she has a good right to sell and convey the same as aforesaid, and that she will and her heirs and assigns shall Warrant and Defend the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

CYNTHIA S. HUTCHINSON

STATE OF ALABAMA

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I, the undersigned notary public, in and for said county and state, hereby certify that CYNTHIA S. HUTCHINSON, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this

Notary Public

My commission expires

\*By preparation of this deed, William R. Christopher, Attorney at Law, makes no representation to Grantor or to Grantee that good title or merchantable title is conveyed by this deed.\*

## THIS INSTRUMENT PREPARED BY:

William R. Christopher, Attorney at Law Post Office Box 169 224 South Hamburg Avenue Butler, AL 36904 Telephone: 205-459-4224