Send tax notice to:
Carson Christopher Donnelly
3036 Old Stone Drive
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

2024422

Shelby COUNTY

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Fifty-Five Thousand and 00/100 Dollars (\$355,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, William Nicholas Hilburn and Jana Hilburn, Husband and Wife whose mailing address 2937 BERKELEY DRIVE DILLA 3644 (hereinafter referred to as "Grantors") by Carson Christopher Donnelly and Christopher I Donnelly whose property address is: 3036 Old Stone Drive, Birmingham, AL, 35242 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, 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 13A, according to the Resurvey of Lots 13 and 14, of Amended Resurvey of Lots 11, 12, 13, 14 and 15, Town of Adam Brown, Phase 2, as recorded in Map Book 16, page 68, in the Probate Office of Shelby County, Alabama.

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2024 which constitutes a lien but are not yet due and payable until October 1, 2025.
- 2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
- 3. Restrictions and covenants appearing of record in Misc. Volume 37, Page 482; Misc. Volume 17, Page 865 and Misc. Volume 20, Page 307.
- 4. Agreement with Alabama Power Company relating to underground residential distribution system as recorded in Misc. Volume 37, Page 483.
- 5. Right-of-way granted to Alabama Power Company recorded in Shelby Deed 329, Page 308.
- 6. 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.

\$284,000.00 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 Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its 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 Grantor, has hereunto set his/her hand and seal this the 31 day of January, 2025.

William Nicholas Hilburn

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Nicholas Hilburn and Jana Hilburn whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the day of January, 2025.

Filed and Recorded Official Public Records

Judge of Probate, Shelby County Alabama, County

**Shelby County, AL** 02/03/2025 12:44:25 PM

**\$96.00 PAYGE** 20250203000032560

Clerk

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