Send tax notice to:
Gerald Bandura
632 Foothills Trace
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

2025021

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, Richard Hunter Tinnell and Sarah Ham Tinnell, husband and wife, whose mailing address is 162 Huntingdon Place, Birmingham, AL 35242, (hereinafter referred to as "Grantors") by Gerald Bandura and Nancy Bandura whose property address is: 632 Foothills Trace, 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, to-wit:

Lot 19, according to the Survey of Foothills Point, Third Sector, as recorded in Map Book 35, page 136, 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 in Instrument No. 20031223000824110 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, 2024 which constitutes a lien but are not yet due and payable until October 1, 2025.
- 2. Easements, building lines and restrictions as shown on recorded map.
- 3. Grant of Land Easement and Restrictive Covenants to Alabama Power Company recorded in Inst. No. 2005-564120.
- 4. Declaration of Covenants, Conditions and Restrictions recorded in Inst. No. 2003-824110 and Inst. No. 2005-569440.
- 5. Sewer Service Agreement with Double Oak Water Reclamation, LLC, recorded in Inst. No. 2012-422240.
- 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.

\$130,000.00 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 <u>o</u> day of February, 2025.

Richard Hunter Tinnell

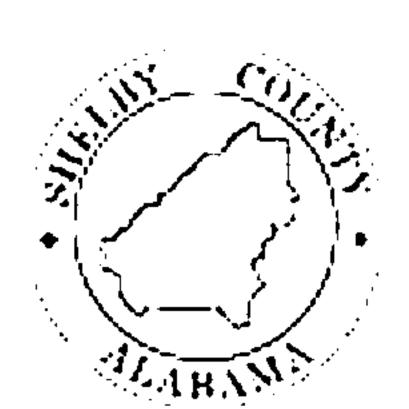
Sarah Ham Tinnell

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Hunter Tinnell and Sarah Ham Tinnell 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 February, 2025.

Print Name:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/11/2025 10:48:58 AM
\$250.00 JOANN

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