



20250424000121210 1/3 \$353.00
Shelby Cnty Judge of Probate, AL
04/24/2025 08:05:33 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Faith S. Adam, Esq.
BOARDMAN, CARR, PETELOS,
WATKINS, OGLE & HOWARD, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

Send Tax Notice to Grantee.
GRANTEE'S ADDRESS:
Keith and Sherry Marbury
243 Chesser Plantation Lane
Chelsea, Alabama 35043

The preparer of this deed makes no certification as to title
and has not examined the title to the property.

GENERAL WARRANTY DEED
(Joint Tenancy with Right of Survivorship)

STATE OF ALABAMA)
SHELBY COUNTY)

Shelby County, AL 04/24/2025
State of Alabama
Deed Tax:\$325.00

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Twenty Five Thousand and 00/100 (\$325,000.00) Dollars, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, James R. Gfeller, an unmarried individual (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, Keith Marbury and Sherry Marbury, a married couple (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 8, according to the Amended Survey of Chesser Plantation, Phase I, Sector I, recorded in Map Book 31, Page 21A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record. Subject to any accrued taxes or assessments not yet due and payable.

Note: The preparer of this deed has not researched the title to this real property.

The Property is conveyed subject to the following, as set out in Instrument Number 2003092200063360:

- (1) Ad valorem taxes due and payable October 1, 2003 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2003 and subsequent years not yet due and payable;
- (3) Mineral and mining rights not owned by Grantor;
- (4) Chesser Plantation Owners Association, Inc. assessments and architectural control;
- (5) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration;
- (6) Transmission Line Permits to Alabama Power Company as set out in Deed Book 127, page 317; Deed Book 102 page 138; and Deed Book 104, page 525 in said Probate Office;
- (7) Declaration of Easement as set out in Instrument # 2001-21357 in said Probate Office;
- (8) Title to all minerals within the underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 69, page 177 in said Probate Office;
- (9) Restrictions, limitations and conditions as set out in Map Book 31, page 21 A & B in said Probate Office;
- (10) Building setback line as shown by Map Book 31 page 21 A & B in said Probate Office.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one grantee herein survives the others, the entire interest in fee simple shall pass to the surviving grantee, and, if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to



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the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors, heirs, executors and administrators shall, warrant and defend the same to said GRANTEEES, and GRANTEEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR, James R. Gfeller, has hereunto set his hand and seal this the 23rd day of April, 2025.

James R. Gfeller
JAMES R. GFELLER

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that James R. Gfeller, an individual 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 Instrument signed his name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 23rd day of April, 2025.

Mark S. Bradman
NOTARY PUBLIC
My Commission Expires: 10-26-2026

Real Estate Sales Validation Form

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This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name
Mailing Address

James R. Gfeller
400 Boardman Dr.
Chelsea AL
35043

Grantee's Name
Mailing Address

Keith & Sherry Marbury
243 Chesser Plantation Ln.
Chelsea, AL 35043

Property Address

243 Chesser Plantation Ln.
Chelsea, AL
35043

Date of Sale

4-23-25

Total Purchase Price

\$ 325,000.00

or

Actual Value

\$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4-24-25

Print Nita Morris

Unattested

(verified by)

Sign

Nita Morris

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1