

**SEND TAX NOTICE TO:**

Mark Wingard, Cheyenne Wingard, and  
Jacob Stanley  
2012 Kensington Court  
Calera, AL 35040

This instrument prepared by:  
S. Kent Stewart  
Stewart & Associates, P.C.  
3595 Grandview Pkwy, #280  
Birmingham, Alabama 35243

**WARRANTY DEED**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**KNOW ALL MEN BY THESE PRESENTS:**

That, in consideration of **TWO HUNDRED FORTY FOUR THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$244,900.00)**, the amount which can be verified by the Closing Statement, in hand paid to the undersigned, **Carlos Rivera, as Personal Representative of the Estate of Wilmary Rios Caraballo, deceased, Shelby County Probate Case No. PR-2024-001154**, whose address is 178 Hwy 42, Calera, AL 35040 (hereinafter "Grantor", whether one or more), by **Mark Wingard and Cheyenne Wingard and Jacob Stanley**, whose address is 2012 Kensington Court, Calera, AL 35040 (hereinafter "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee, **Mark Wingard and Cheyenne Wingard and Jacob Stanley, as joint tenants with right of survivorship**, the following described real estate situated in Shelby County, Alabama, the address of which is **2012 Kensington Court, Calera, AL 35040** to-wit:

**Lot 4, according to the Survey of Kensington Place Phase 1, Sector 1, as recorded in Map Book 37, Page 147, in the Probate Office of Shelby County, Alabama.  
Together with the right of ingress and egress granted in that certain Grant of Temporary Access Easement recorded in Instrument No. 20061227000626720.**

**Wilmary Rios Caraballo, deceased, was also known as Wilmary Rios-Caraballo, and she was one and the same person as Wilmary Rios Caraballo, grantee in that certain deed recorded in Instrument No. 20130205000050280, in the Probate Office of Shelby County, Alabama.**

**Carlos Rivera is also known as Carlos Javier Rivera Rios.**

**Mark Wingard is also known as Mark Kaleb Stone Wingard.**

**Cheyenne Wingard is also known as Cheyenne Faith Wingard.**


Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

Subject to a third-party mortgage in the amount of \$213,573.00 executed and recorded simultaneously herewith.

**TO HAVE AND TO HOLD**, unto the said Grantee, as joint tenants with right of survivorship, and Grantee's heirs, executors, administrators, 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 any two or more of the grantees herein, the entire interest in fee simple shall pass to the surviving grantee or grantees and if such interest shall first pass hereunder to more than one surviving grantee, then the entire interest in fee simple shall thereafter pass to the survivor or survivors of the surviving grantees until the fee simple estate shall finally pass to the sole surviving grantee. If one grantee does not survive the others, then, the heirs of the last surviving grantees shall take as tenants in common, that is to say, if two or more grantees herein shall die simultaneously (deaths within one hour of each other being considered simultaneous), leaving no one of the grantees surviving, then the heirs of the grantees so dying simultaneously shall take as tenants in common, per stirpes, the share of the deceased grantee through whom they take.

The Grantor does for Grantor and for the Grantor's heirs, executors, and administrators, and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors, and administrators shall warrant and defend the same to the said Grantee, and Grantee's heirs and assigns forever, against the lawful claims of all persons.


IN WITNESS WHEREOF, Grantor has set their signature and seal on this 31<sup>st</sup> day of July, 2025.

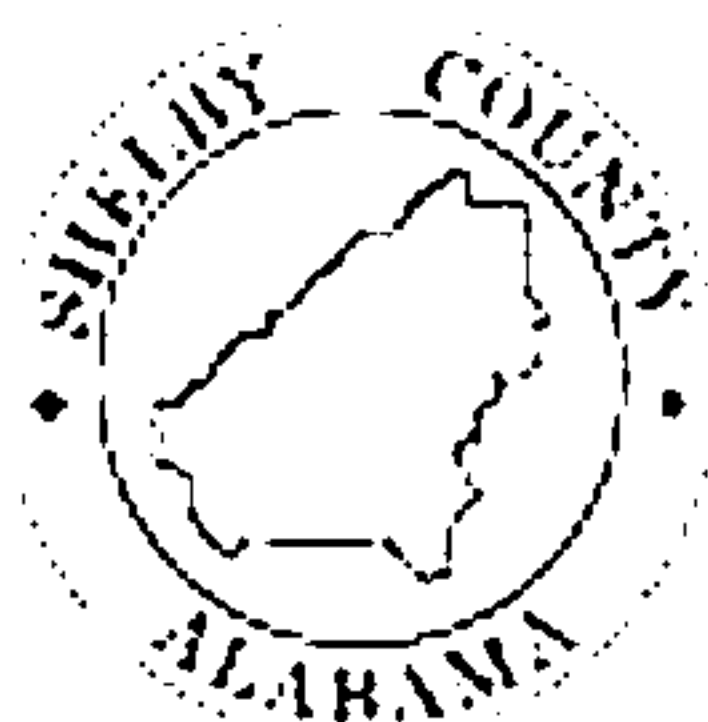
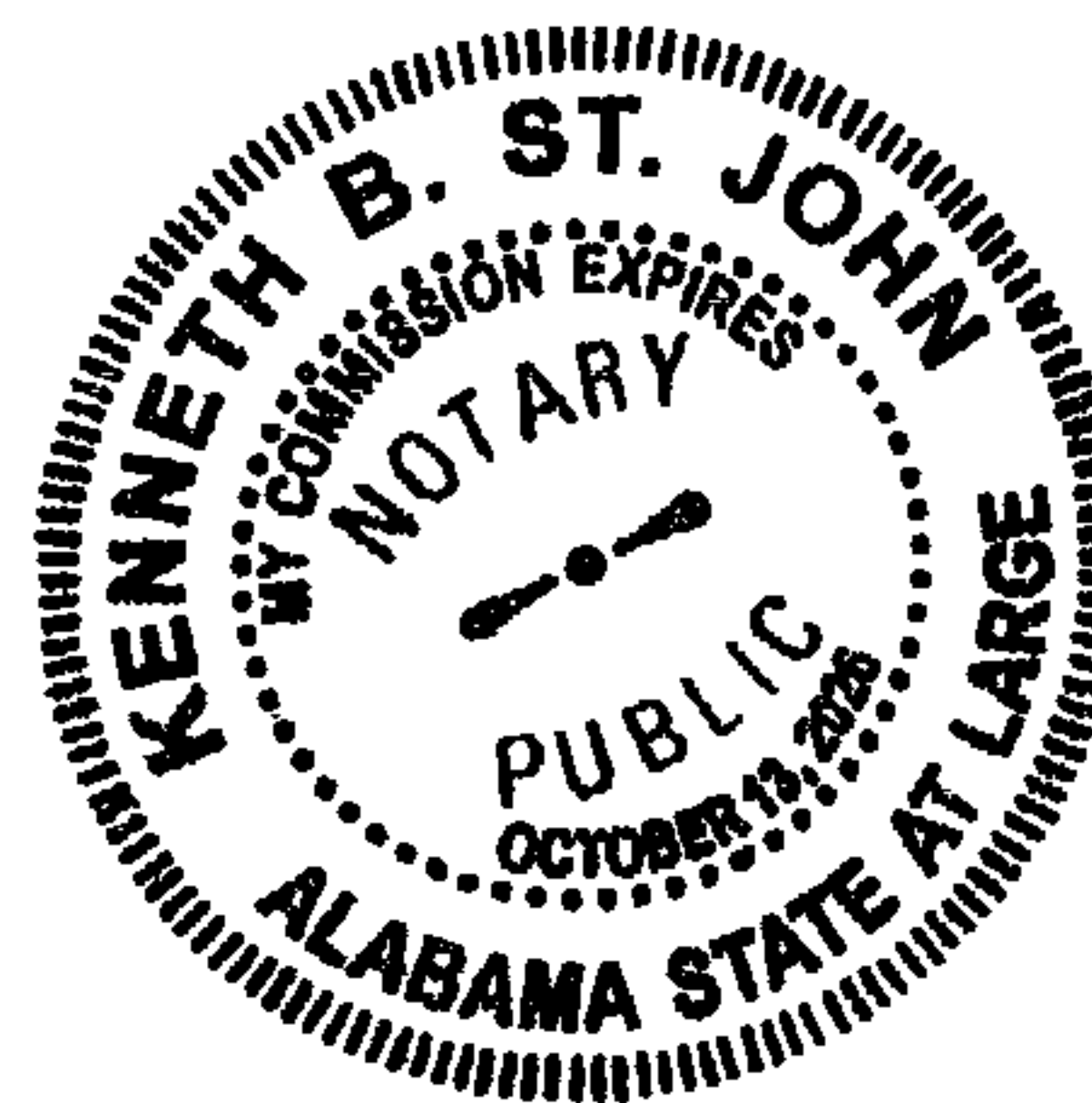
  
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**Carlos Rivera, as Personal Representative**  
**of the Estate of Wilmary Rios Caraballo, deceased,**  
**Shelby County Probate Case No. PR-2024-001154**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that **Carlos Rivera**, whose name as Personal Representative of the Estate of Wilmary Rios Caraballo, deceased, Shelby County Probate Case No. PR-2024-001154, 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, he, as such Personal Representative, and with full authority, executed the same voluntarily for and as the act of said estate on the day the same bears date.

Given under my hand and official seal this 31<sup>st</sup> day of July, 2025.

  
Notary Public  
Print Name: Kenneth B. St. John  
My Commission Expires: 10/13/2026



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/31/2025 03:45:01 PM  
\$64.50 JOANN  
20250731000234040

*Allen S. Bayl*