

431758

**WARRANTY DEED**

\*200,000-

**STATE OF ALABAMA)  
JEFFERSON COUNTY)****KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, **ANDREW W. CROSS**, a married man, and **JOHN C. KIMBRELL**, a married man (herein referred to as Grantors), grant, bargain, sell and convey unto **JOHN C. KIMBRELL** (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama to-wit:

Lots 11, 12, 16 and 40 according to the Survey of The Glen Estates, as recorded in Map Book 19, Page 9 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 4 according to the Survey of The Glen Estates, First Addition, as recorded in Map Book 21, Page 11 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. General and special taxes or assessments for 1997 and subsequent years not yet due and payable;
2. Public easements and building setback lines as shown by recorded plat;
3. Easement(s) as set out in deed by and between Daniel Oak Mountain Limited Partnership and Taylor Properties, L.L.C. as shown by instrument recorded in Instrument #1996-5494 in said Probate Office (as to Lot 4);
4. Easement Agreement between Daniel Oak Mountain Limited and School House Properties as set out as Instrument #1993-22440 in said Probate Office;
5. Greystone Close' Development Reciprocal Easement Agreement dated June 6, 1991 and recorded in Real Book 346, Page 848 (the "Easement Agreement"), the First Amendment to the Easement Agreement as recorded in Real 380, page 639, the Second Amendment to the Easement Agreement as recorded in Instrument #1993-29620 and the Third Amendment to the Easement Agreement recorded as Instrument #1995-16399, all as recorded in said Probate Office;
6. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 111, page 408 in said Probate Office;
7. Covenant and Agreement for Water Service as set out in agreement recorded in Real 235, page 574 and by Instrument #1993-20840 and Instrument #1992-20786 in said Probate Office;
8. Greystone Close' Development Declaration of Covenants, Conditions and Restrictions dated June 6, 1991, recorded in Real Book 346, page 873 (the "Declaration"), the First Amendment to the Declaration as recorded in Real 380, page 635 and the Second Amendment to the Declaration recorded as Instrument #1995-16398, all as recorded in said Probate Office;
9. Agreement in regard to sanitary sewer system as set out in Map Book 19, page 96 and as set out in deeds recorded in Instrument #1995-4395 and Instrument #1995-4393 in said Probate Office (as to Lot 4); and
10. Mineral and mining rights not owned by Grantors.

The above and foregoing property does not represent homestead of the Grantors or their spouses as set out in the Constitution of the State of Alabama and Code of Alabama, 1975, Section 6-10-2.

The purchase price recited above was paid from mortgage loan closed simultaneously herewith.

Inst # 1997-07093

 03/07/1997-07093  
 09:44 AM CERTIFIED  
 SHELBY COUNTY CLERK OF PROBATE  
 002 594 12:00

TO HAVE AND TO HOLD to said Grantee, his, her or their heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, his heirs and assigns, that we are lawfully seized in fee simple of said premises: that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 30<sup>th</sup> day of January, 1997

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

STATE OF ALABAMA ) General Acknowledgment

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Andrew W. Cross, a married man, whose name is signed to the foregoing conveyance, and is are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of January, 1997  
\_\_\_\_\_  
Notary Public  
My commission expires: 4/23/2000

STATE OF ALABAMA ) General Acknowledgment

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Kimbrell, a married man, whose name is signed to the foregoing conveyance, and is are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of January, 1997  
\_\_\_\_\_  
Notary Public  
My commission expires: 4/23/2000

Send Tax Notice To:  
John C. Kimbrell  
2204 Country Ridge Way  
Birmingham AL 35243

This Instrument Prepared By:  
Jeffrey E. Rowell  
Post Office Box 26427  
Birmingham, Alabama 35226

03/07/1997-07093  
09:44 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE SMA 12.00

Inst # 1997-07093