

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN
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Birmingham, Alabama 35244

MARTHA ANN POLLOCK
313 WIXFORD TRACE
ALABASTER, AL 35007

Inst # 1997-22547

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED THIRTY NINE THOUSAND and 00/100 (\$139,000.00) DOLLARS to the undersigned grantor, MAYFIELD HOMEBUILDERS, L.L.C., an Alabama Limited Liability Company in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto MARTHA ANN POLLOCK, AND HUSBAND and WILLIAM J. POLLOCK, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 324, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD MOOR, SECTOR 24, AS RECORDED IN MAP BOOK 20 PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 1996 which constitutes a lien but are not yet due and payable until October 1, 1997.
2. Building setback line of 20 feet reserved from Wixford Trace as shown by plat.
3. Easements as shown by recorded plat, including a 10 foot easement on the Northerly and Northwesterly sides of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1996-7635 in Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1995-30791 in Probate Office. We do further insurance against loss or damage by the enforcement or attempted enforcement of right to use the surface of the land in order to remove minerals without consent of the surface owner.
6. Non-exclusive perpetual easement for ingress and egress and utilities as set out in Inst. No. 1993-37547, as assigned as Inst. No. 1993-40410 in Probate Office.
7. Covenants and agreement for water service and tap fees as set out in Inst. No. 1995-6003 in Probate Office.
8. Non-exclusive easement for ingress, egress and utilities as set out in Inst. No. 1995-6002 in Probate Office.

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9. Restrictions, limitations and conditions as set out in Map Book 20 page 144.

\$100,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD 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 other, 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.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted 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 said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, MAYFIELD HOMEBUILDERS, L.L.C., an Alabama Limited Liability Company, by its MANAGING MANAGER, M.D. MAYFIELD who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 9th day of July, 1997.

MAYFIELD HOMEBUILDERS, L.L.C.

By: 
M.D. MAYFIELD, MANAGING MANAGER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that M.D. MAYFIELD, whose name as MANAGING MANAGER of MAYFIELD HOMEBUILDERS, L.L.C., an Alabama Limited Liability Company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 9th day of July, 1997.


Notary Public

My commission expires: 8/22/2008

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