This instrument was prepared by: Michael J. Romeo, Attorney at Law 15 Office Park Circle, Suite 100 Birmingham, AL 35223 WHEN RECORDED RETURN TO Donald & LeAnn Headley 450 Michael Drive Gardendale, Alabama 35071

Form 1-1-27 Rev 1-66
WAREANTY DEED
Joint Tenants with Right of Survivorship

STATE OF ALABAMA COUNTY

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of EIGHTY FOUR THOUSAND DOLLARS & NO 100 (\$84,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we,

## RICHARD A. HINSON AND MAN LI HINSON, HUSBAND AND WIFE

herein referred to as grantor, (whether one or more) grant, bargain, sell and convey unto

## BETTY L. BROWN AND JUDITH L. WILLIAMS

herein referred to as grantee, (whether one or more), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to wit;

Unit 204, Building 2, in The Gables, a Condominium, a condominium located in Shelby County, Alabama, as established by Declaration of Condominium and By-Laws thereto as recorded in Real Volume 10, page; 177, together with an undivided interest in the common elements, as set forth in the aforesaid mentioned Declaration, said Unit being more particularly described in the floor plans and architectural drawings of The Gables Condominium as recorded in Map Book 9, pages 41 through 44, in the Probate Office of Shelby County, Alabama.

Subject To:

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- 3. COVENANTS, RESTRICTIONS, EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- 4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSEDBY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- 5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
- 7. ALL TAXES FOR THE YEAR 2000, AND SUBSEQUENT YEARS NOT YET DUE AND PAYABLE.

## Special Exceptions:

- 8. Declaration of protective covenants, agreements, ensements, charges and liens for Riverchase (Business) as recorded in Misc. Book 13, page 50, as amended by Amendment No. 1, as recorded in Misc. Book 15, page 189 and further amended by Amendment No. 2, as recorded in Misc. Book 19, page 633.
- 9. Terms and conditions as set forth in the Deciaration of Comdominium, By-Laws and Amendments as recorded in Real Volume 10, page 177.
- 10. Agreement with Bloue cross-Blue Shield as recorded in Misc. Book 19, page 690.
- 11. Right of way granted to Alabama Power Company as recorded in Volume 347, page 472.
- 12. Item No. 6 in deed recorded in Deed Book 331, page 757. Said property conveyed by this instrument is hereby restricted to use as a multi-family development and related uses with a density not to exceed twelve (12) units per acre as defined in the Riverchase Architectural Committee Development Criteria for Planned Multi-Family (PR-2) District of Riverchase, dated April 11, 1980 unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in paragraph 5 in deed, said restrictions to be effective for the same period of time as the Riverchase Business Covenants.
- 13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, priveleges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in volume 4, page 464 and Volume 127, page 140.

The above-described property is the Homestead of the grantor.

07/10/2000-22967 10:50 AM CERTIFIED WEST COMIT MICE OF PROMITE TO HAVE AND TO HOLD to the said grantee, (whether one or more), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and the right of reversion.

AND we do for ourselves and for our heirs, executors, and administrators, covenant with the said Grantees, their successors 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 as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantees, their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their signatures and seals, this 27TH day of January, 2000.

Richard A. Hinson

Man Ki Hanson

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard A. Hinson & Man Li Hinson, married, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he executed the same voluntarily as his act on the day the same bears date.

Given under my hand and official seal this 27th day of January, 2000.

Michael J. Romeo

My commission expires: 9/24/2000

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07/10/2000-22967 10:58 AM CERTIFIED SHELDY COUNTY JUNE OF PRESATE 902 WG 15.50