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(RECORDING INFORMATION ONLY ABOVE THIS LINE)  
This Instrument was prepared by: SEND TAX NOTICE TO:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

BRADLEY D. SALVAGE  
2524 INVERNESS POINT DRIVE  
BIRMINGHAM, AL 35242

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 TWENTY THREE THOUSAND SEVEN HUNDRED TWENTY SEVEN DOLLARS and 50/100 (\$123,727.50) to the undersigned grantor, AMERICAN HOMES AND LAND CORPORATION 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 BRADLEY D. SALVAGE and PATTI H. SALVAGE, HUSBAND AND WIFE, (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 121, ACCORDING TO THE FINAL PLAT, FOREST LAKES, SECTOR 2, PHASE I, AS RECORDED IN MAP BOOK 29, PAGE 114, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

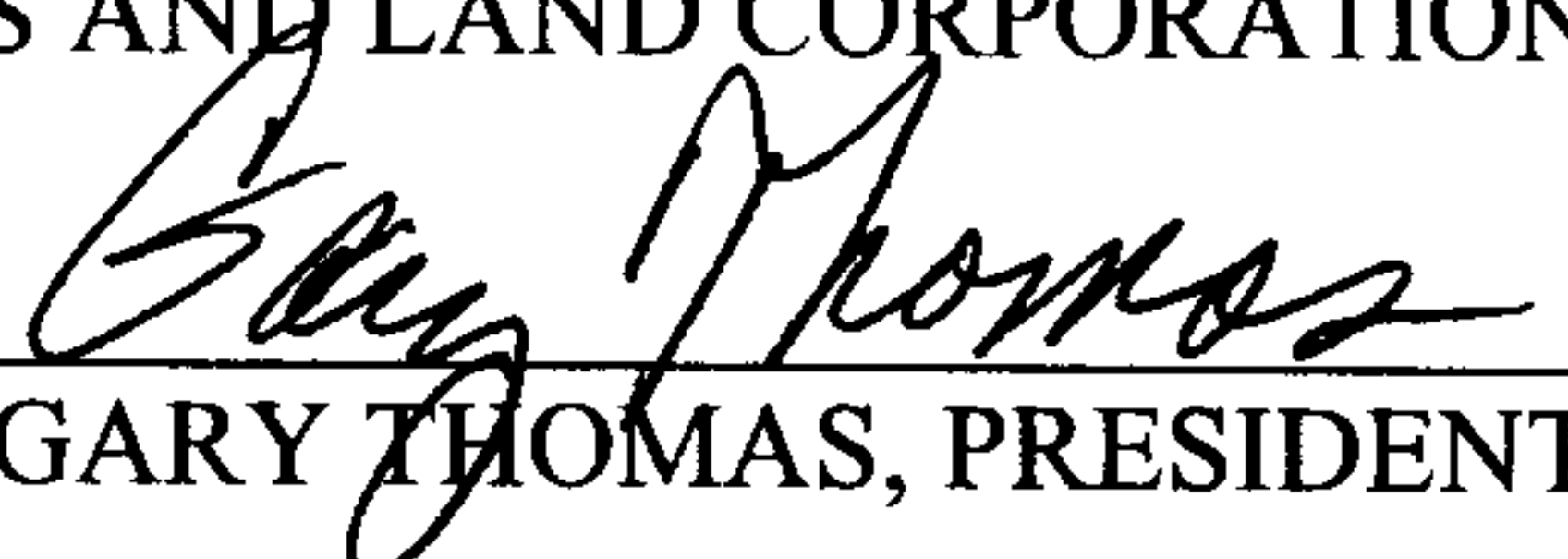
1. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN DEED BOOK 331, PAGE 262.
2. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT(S) RECORDED IN DEED BOOK 139, PAGE 127; DEED BOOK 236, PAGE 829; DEED BOOK 126, PAGE 191; DEED BOOK 126, PAGE 323 AND DEED BOOK 124, PAGE 519.
3. RIGHT OF WAY TO SHELBY COUNTY IN DEED BOOK 228, PAGE 339.
4. RESTRICTIONS APPEARING OF RECORD IN INSTRUMENT #2002-17094.
5. RESTRICTIONS AS SHOWN ON RECORDED MAP(S).
6. 15 FOOT BUILDING LINE FROM THE FRONT LOT LINE, AS SHOWN ON RECORDED MAP.
7. COVENANTS REGARDING ON-SITE SEWAGE SYSTEMS IN INSTRUMENT #1998-23896.

**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, AMERICAN HOMES AND LAND CORPORATION, by its PRESIDENT, GARY THOMAS who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 5th day of September, 2002.

AMERICAN HOMES AND LAND CORPORATION

By:   
GARY THOMAS, PRESIDENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that GARY THOMAS, whose name as PRESIDENT of AMERICAN HOMES AND LAND CORPORATION, a corporation, 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 corporation.

Given under my hand this the 5th day of September, 2002.

  
Notary Public

My commission expires: 9.29.02