


This instrument was prepared by:  
John L. Hartman, III  
P. O. Box 846  
Birmingham, Alabama 35201

Send Tax Notice To:  
James C. Higgins & Lindsay S. Higgins  
1205 Braemer Court  
Birmingham, Alabama 35242

**CORRECTIVE WARRANTY DEED - Joint Tenants with Right of Survivors**

  
20040727000415870 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
07/27/2004 10:27:00 FILED/CERTIFIED

STATE OF ALABAMA )

SHELBY COUNTY )

That in consideration of Ten and no/100 (\$10.00) Dollars to the undersigned grantors in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, I, **JERRY F. ELLIOTT**, an unmarried man, do hereby grant, bargain, sell and convey unto **JAMES C. HIGGINS and LINDSAY S. HIGGINS**, as joint tenants with right of survivorship (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 50, according to the Survey of The Haven at Greystone 1<sup>st</sup> Sector, as recorded in Map Book 31, page 47, in the Probate Office of Shelby County, Alabama.

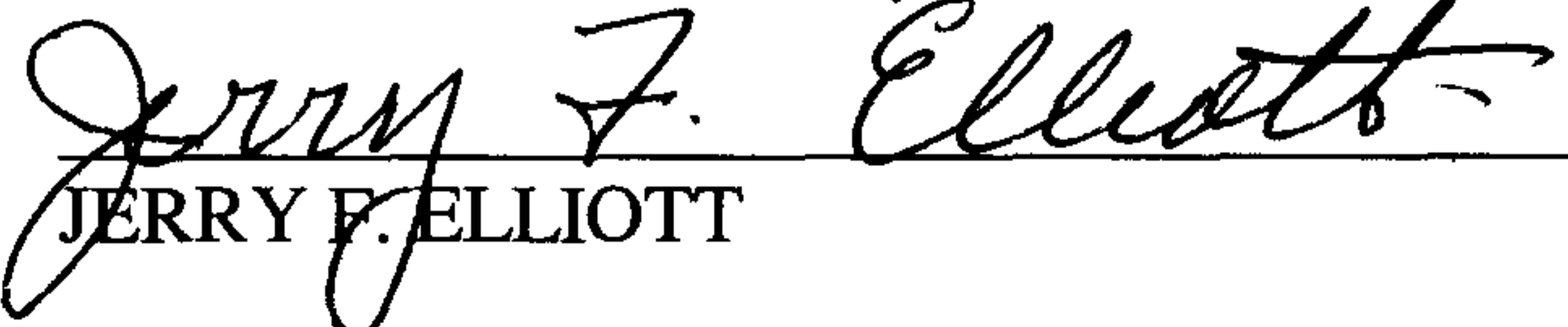
**SUBJECT TO:** (1) Current taxes; (2) Easement(s) shown by recorded map; (3) Sinkhole prone areas as shown by recorded map. Said map recorded in Map Book 31, page 47, in the Probate Office of Shelby County, Alabama; (4) Mineral and mining rights and rights incident thereto, release of damages, reservations, restrictions and limitations recorded in Deed Book 121, page 294, Deed Book 243, page 828 and Real 261, page 494, in the Probate Office of Shelby County, Alabama; (5) Covenants and agreement for water service recorded in Real 235, page 574, in the Probate Office of Shelby County, Alabama; (6) Declaration of Watershed Protective Covenants appearing of record in Instrument 2000-17644 and assignment and assumption recorded in Instrument 2000-20625, in the Probate Office of Shelby County, Alabama; (7) Mineral and mining rights and rights incident thereto, release of damages, reservations, restrictions and limitations recorded in Instrument 20021003000479590, in the Probate Office of Shelby County, Alabama; (8) Declaration of Protective Covenants appearing of record in Instrument 1999-50995, First Amendment recorded in Instrument 2000-4911, Second Amendment recorded in Instrument 2000-34390, Third Amendment recorded in Instrument 2000-40197, Fourth Amendment recorded in Instrument 2001-16407, Fifth Amendment recorded in Instrument 2001-48193, Sixth Amendment recorded in Instrument 20020823000401390, Seventh Amendment recorded in Instrument 20021003000479580, Eighth Amendment recorded in Instrument 20030220000107790, Ninth Amendment recorded in Instrument 20030424000253400, in the Probate Office of Shelby County, Alabama; (9) Ground lease recorded in Real 355, page 880; amended by Instrument 1992-4726; further amended by Instrument 1993-3119 and last amended by Instrument 1999-12257, in the Probate Office of Shelby County, Alabama; (10) Easement for Alabama Power recorded in Real 133, page 551, Deed Book 246, page 848 and Real 142, page 188, in the Probate Office of Shelby County, Alabama; (11) Reciprocal Easement Agreement recorded in Instrument 2001-38396, in the Probate Office of Shelby County, Alabama; (12) Restriction as shown on Map Book 31, page 47, in the Probate Office of Shelby County, Alabama; (13) Easement recorded in Instrument 2004/1560, in the Probate Office of Shelby County, Alabama.

**This is a corrective deed being made for the purpose of correcting the legal description in that certain Warranty Deed dated May 28th, 2004 and recorded in the Probate Office of Shelby County, Alabama, Instrument #20040607000305720.**

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 I do for myself and for my heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19 day of July, 2004.

  
JERRY F. ELLIOTT



COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, JERRY F. ELLIOTT, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of July, 2004.

My Commission Expires: 3/23/07

Carla M Hill  
Notary Public