

THIS INSTRUMENT PREPARED BY:  
Estes, Sanders & Williams, LLC  
3800 Colonnade Parkway, Suite 330  
Birmingham, Alabama 35243

SEND TAX NOTICE TO:  
Timothy A. Hess  
183 Marlstone Court  
Helena, Alabama 35080

**CORPORATION GENERAL WARRANTY DEED**  
**Joint Tenants with Rights of Survivorship**



20041223000700650 Pg 1/1 58.00  
Shelby Cnty Judge of Probate, AL  
12/23/2004 12:59:00 FILED/CERTIFIED

STATE OF ALABAMA       }  
COUNTY OF SHELBY       }

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of **Two Hundred Thirty Two Thousand Nine Hundred Dollars and 00/100 Dollars (\$232,900.00)**, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR,

**Willoughby Development, Inc.**

(hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES,

**Timothy A. Hess and Rebekkah Hess**

(Hereinafter referred to as GRANTEES), as joint tenants with right of survivorship, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

**Lot 23, according to the Survey of Fieldstone Park-Fourth Sector, as recorded in Map Book 30, Page 107, and refiled in Map Book 31, Page 3, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

Mineral and mining rights excepted.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$186,300.00 of the consideration was paid from a mortgage loan 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) 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, the said GRANTOR by its President who is authorized to execute this conveyance, hereto set his signature and seal this the 17<sup>th</sup> day of December, 2004.

**Willoughby Development, Inc.**

By: TWS.

STATE OF ALABAMA       }  
COUNTY OF JEFFERSON       }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Willoughby whose name as President of **Willoughby Development, Inc.**, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 17<sup>th</sup> day of December, 2004.

Notary Public – Raymond T. Estes

My Commission Expires: July 11, 2007