



20050131000045490 Pg 1/2 194.00  
Shelby Cnty Judge of Probate, AL  
01/31/2005 11:25:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY:  
Courtney Mason & Associates, P.C.  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244  
STATE OF ALABAMA )

GRANTEE'S ADI  
Thomas C. Wilke  
5224 Cahaba Valley Cove  
Birmingham, Alabama 35242

**JOINT SURVIVORSHIP DEED**

COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Thirty Thousand and 00/100 (\$330,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **J. Kent Taylor and Patricia B. Taylor, Husband and wife** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEE, **Thomas C. Wilke and Judith M. Wilke, Husband and wife**, (hereinafter referred to as GRANTEE), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See legal description attached as Exhibit A.

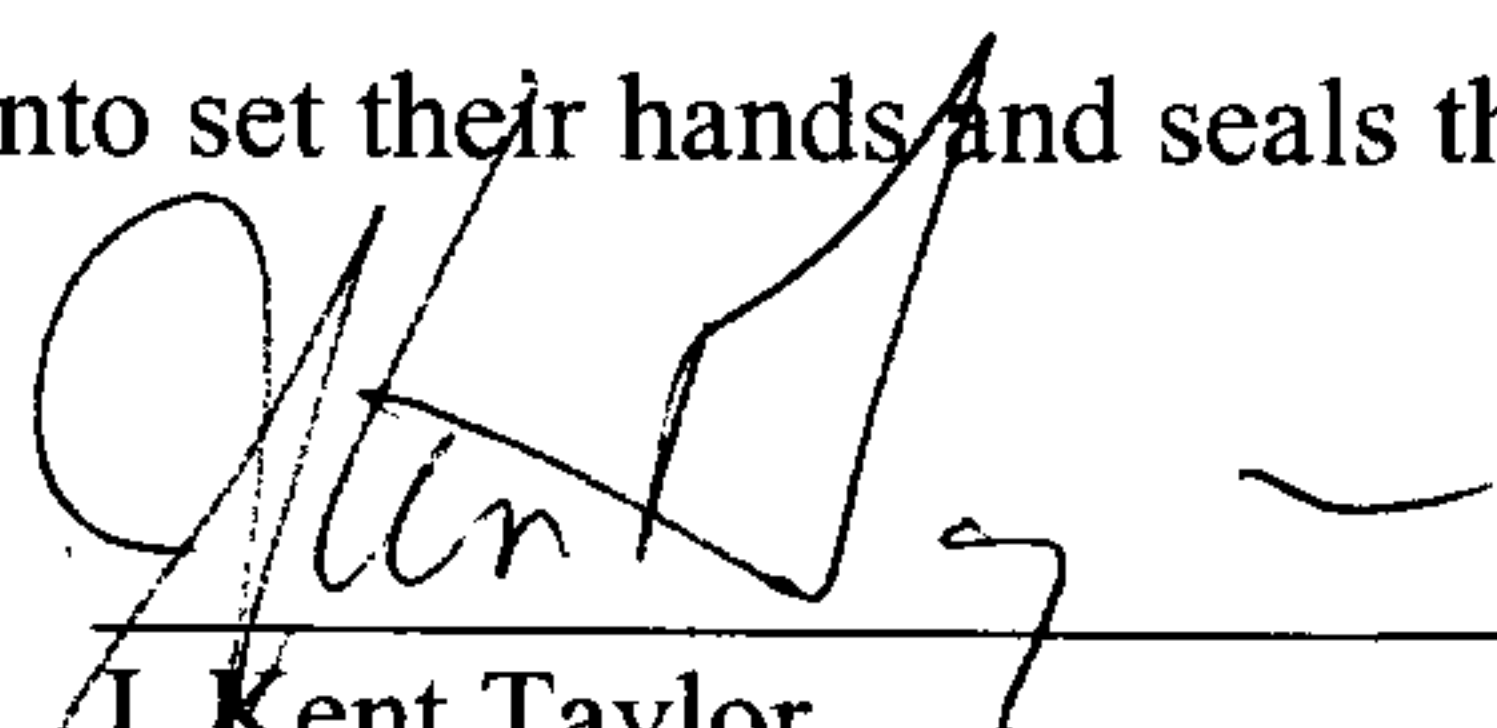
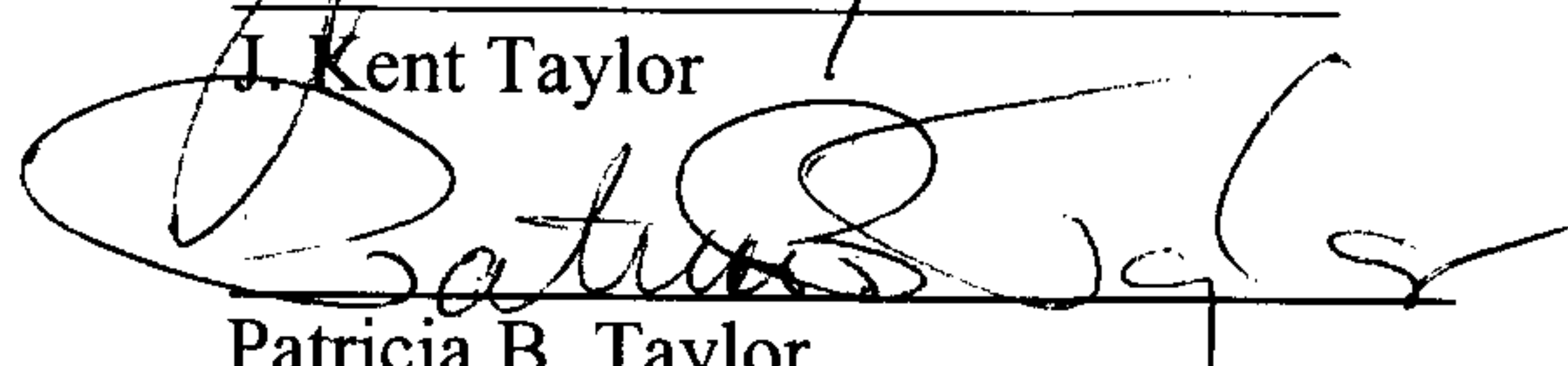
Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$150,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this the 28th day of January, 2005.

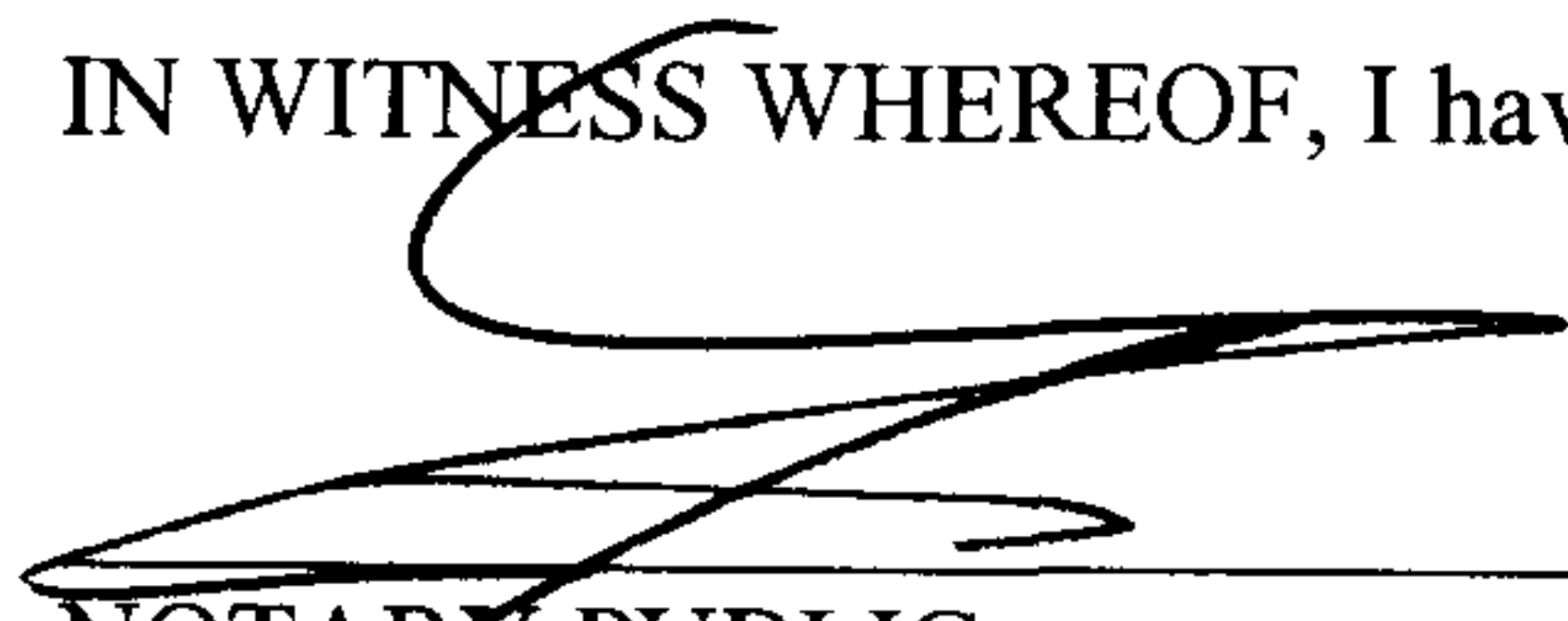
  
\_\_\_\_\_  
J. Kent Taylor  
  
\_\_\_\_\_  
Patricia B. Taylor

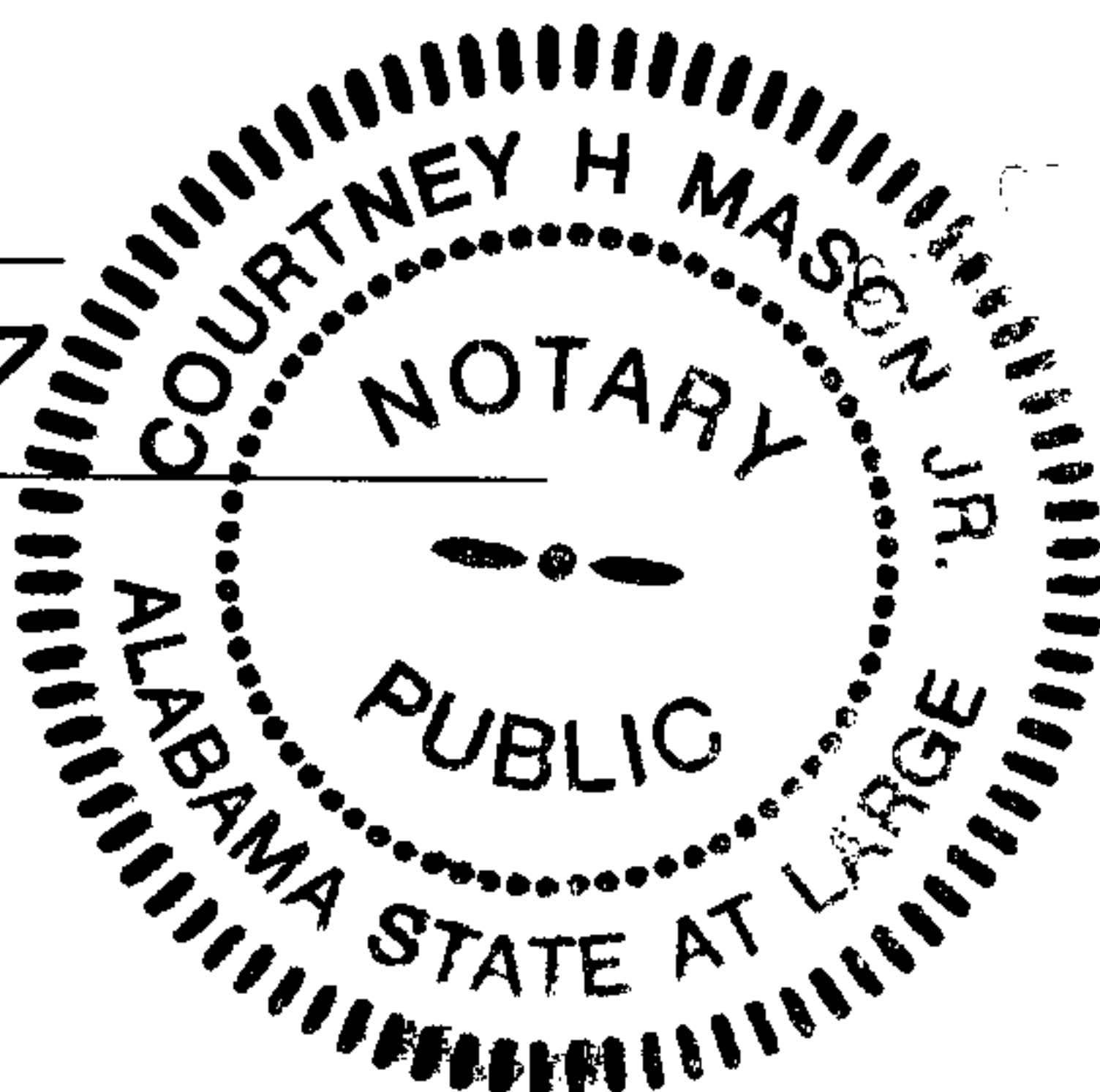
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that J. Kent Taylor and Patricia B. Taylor, Husband and wife whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of January, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3/5/07



## LEGAL DESCRIPTION

Part of the NW ¼ of the NW ¼ of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 1" crimped iron pin being the locally accepted southeast corner of said NW ¼ of NW ¼, run in a westerly direction along the south line of said ¼ - ¼ section for a distance of 388.49 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning; thence continue in a westerly direction along last mentioned course for a distance of 273.0 feet to an existing 1" crimp iron pin; thence turn an angle to the right of 87° 38' 17" and run in a northerly direction for a distance of 253.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 74° 08' 50" and run in a northeasterly direction for a distance of 122.61 feet to an existing 1" crimp iron pin; thence turn an angle to the right of 25° 55' 15" and run in an easterly direction for a distance of 111.81 feet to an existing 1" iron rebar; thence turn an angle to the left of 10° 58' 15" and run in an easterly direction for a distance of 49.04 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 29° 23' 26" and run in a southeasterly direction for a distance of 105.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 84° 31' 31" and run in a southwesterly direction for a distance of 248.64 feet, more or less, to the point of beginning.

And

A 20 foot wide easement for ingress-egress, the centerline of said easement being more particularly described as follows:

From the SW corner of the NW ¼ of the NW ¼ of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, run in an easterly direction along the south line of said ¼ - ¼ section for a distance of 662.34 feet; thence turn an angle to the left of 92° 18' and run in a northerly direction for a distance of 250 feet, more or less, to the centerline of an existing dirt road being the point of beginning; thence turn an angle to the right of 65° 45' and run in a northeasterly direction along the centerline of an existing dirt road for a distance of 131.00 feet; thence turn an angle to the left of 29° 00' and run in a northeasterly direction along the centerline of an existing dirt road for a distance of 107.00 feet; thence turn an angle to the left of 23° 15' and run in a northeasterly direction along the centerline of an existing dirt road for a distance of 114.00 feet; thence turn an angle to the left of 14° 45' and run in a northerly direction along said centerline of an existing dirt road for a distance of 90.00 feet; thence turn an angle to the right of 39° 45' and run in a northeasterly direction for a distance of 61.00 feet, more or less, to the point of ending of said easement being on the centerline of an existing County Road right of way.

