

16657

20080325000118890 1/2 \$44.00
Shelby Cnty Judge of Probate, AL
03/25/2008 09:08:07AM FILED/CERT

Shelby County, AL 03/25/2008
State of Alabama

Deed Tax: \$30.00

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

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

JERRY WENDELL MEADOWS
2206 VILLAGE LANE
CALERA, AL 35040

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 FIFTEEN THOUSAND NINE HUNDRED DOLLARS 00/100 (\$115,900.00)** to the undersigned grantor, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, **WATERFORD, L.L.C., Limited Liability Company** does by these presents, grant, bargain, sell and convey unto **JERRY WENDELL MEADOWS and MARY ANN MEADOWS**, (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 290, ACCORDING TO THE SURVEY OF WATERFORD VILLAGE, SECTOR 5, PHASE 3 AS RECORDED IN MAP BOOK 37, PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2007 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2008.
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, AND ANY FACTS WHICH A CORRECT SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. ALL ASSESSMENTS AND TAXES FOR THE YEAR 2007 AND ALL SUBSEQUENT YEARS.
6. 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.
7. AN LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETO OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
8. RIGHTS OF DOWER, HOMESTEAD OR OTHER MATERIAL RIGHTS OF THE SPOUSE, IF ANY, OF ANY INDIVIDUAL INSURED.
9. RESTRICTIONS UPON THE USE OF THE PREMISES NOT APPEARING IN THE CHAIN OF TITLE TO THE LAND.
10. ORDINANCE WITH CITY OF CALERA, AS RECORDED IN INSTRUMENT 2000-0006.
11. RIGHT OF WAY TO SHELBY COUNTY, AS RECORDED IN DEED BOOK 240, PAGE 36.

12. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO AS RECORDED IN INSTRUMENT 1995, PAGE 1640, AND REAL 345, PAGE 744.
13. TERMS AND CONDITIONS, AS RECORDED IN INSTRUMENT 1995, PAGE 1640.
14. ARTICLES OF WATERFORD HOME OWNERS ASSOCIATION, AS RECORDED IN INSTRUMENT 2001, PAGE 12817.
15. ARTICLES OF ORGANIZATION OF WATERFORD, LLC, AS RECORDED IN INSTRUMENT # 1999-49065.
16. DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS, AS RECORDED IN INSTRUMENT 2000, PAGE 40215 AND AMENDED IN INSTRUMENT 2001-12819.
17. EASEMENT AND RIGHT OF WAY WITH ALABAMA POWER COMPANY, AS RECORDED IN INSTRUMENT 2004-35497.
18. GRANT TO THE STATE OF ALABAMA RAILROAD, AS RECORDED IN REAL 278, PAGE 5.
19. RELEASE OF DAMAGES, AS RECORDED IN 1995-1640, AND REAL 345, PAGE 744.
20. 8-FOOT EASEMENT ON THE NORTHEASTERLY, AS SHOWN ON RECORDED MAP.
21. 7.5-FOOT EASEMENT ON THE SOUTH SIDE, AS SHOWN BY RECORDED MAP.
22. A 5 FOOT EASEMENT ON THE WEST SIDE OF SUBJECT PROPERTY, AS SHOWN BY RECORDED MAP.
23. RIGHT OF WAY TO ALABAMA POWER COMPANY, AS SET FORTH IN INSTRUMENT 2005-56363, 2005-56420.
24. RESTRICTIVE COVENANTS, AS SETFORTH IN INSTRUMENT 2005-59712.
25. RIGHT OF WAY TO GULF STATES PAPER CORPORATION, AS RECORDED IN INSTRUMENT 2006-14603.

\$86,175.00 of the consideration herein was derived from a mortgage 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 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, **WATERFORD, L.L.C.**, by **KEITH JOHNSON** its **CLOSING AGENT**, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 17th day of March, 2008.

WATERFORD, L.L.C.


KEITH JOHNSON
CLOSING AGENT

STATE OF ALABAMA)
COUNTY OF SHELBY)