


This instrument was prepared by:
David A. Bedgood
160 Yeager Parkway, Suite 200B
Pelham, Alabama 35124

SEND TAX NOTICE TO:
Brandilyn Bailey O'Neal
Richard K. O'Neal III
105 Carriage Circle
Maylene, Alabama 35114

**WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA
COUNTY OF SHELBY**


20100429000131120 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
04/29/2010 01:10:35 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **One Hundred twenty-six thousand and NO/100 (\$126,000.00)** DOLLARS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, **Michael W. Higdon, a married man** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Brandilyn Bailey O'Neal and Richard K. O'Neal, III** (herein referred to as GRANTEES, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in **SHELBY County**, Alabama to-wit:

Lot 6, according to the Survey of Carriage Hills, 1st Phase, as recorded in Map book 13, page 31, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. 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.
2. (a) Taxes or special assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2010 and subsequent years, not yet due and payable.
8. Restrictions appearing of record in Instrument number 1994-24553 and as shown on recorded map. NOTE: Covenants or restrictions, if any, indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, are hereby deleted to the extent that said covenant or restriction is permitted by applicable law.
9. Covenants & Restrictions recorded in Real 222, page 447 and Real 248, page 146
10. Transmission Line Permit to Alabama Power Co. recorded in Deed Book 105, page 252, Deed B 105, page 253, Deed Book 119, page 456 and Deed Book 142, page 85.
11. Right of Way to South Central Bell recorded in Reel 255, page 757.
12. This conveyance is made subject to covenants, restrictions, reservations, easements and rights-of-ways, if any, heretofore imposed of record affecting Grantor's title to said property, and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

\$126,000.00 of the consideration herein was derived from a mortgage loans closed simultaneously herewith.

GRANTOR WARRANTS THAT THE LAND CONVEYED HEREIN IS NOT HIS HOMESTEAD NOR IS IT THE HOMESTEAD OF HIS WIFE.



TO HAVE AND TO HOLD to the said GRANTEES as joint tenants, with right of survivor ship, 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 said GRANTEES, his, her or 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

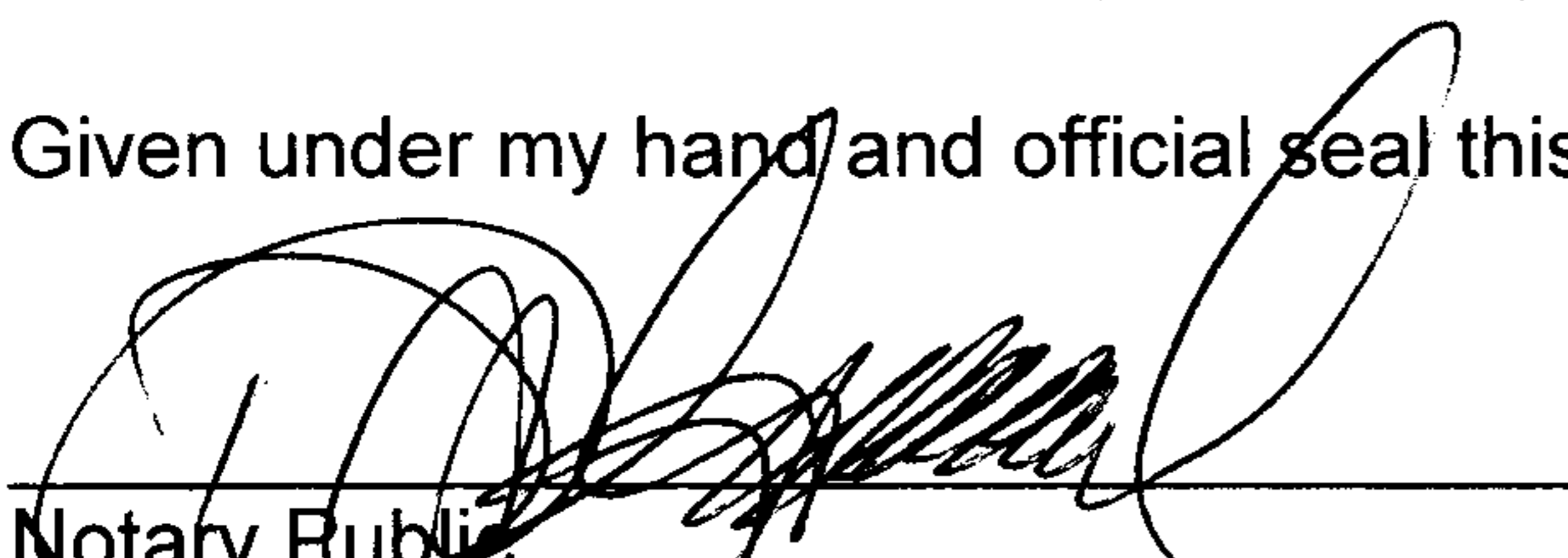
IN WITNESS WHEREOF, I, Michael W. Higdon, have hereunto set my (our) hand(s) and seal(s) this the 23rd day of April, 2010



MICHAEL W. HIGDON (SEAL)

STATE OF ALABAMA
COUNTY OF SHELBY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, here by certify that Michael W. Higdon, 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 the 23rd day of April 2010


Notary Public
My commission expires _____


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