20110404000104100 1/3 \$268.00 Shelby Cnty Judge of Probate, AL

04/04/2011 02:44:46 PM FILED/CERT

This Instrument Was Prepared By:
Holliman Law Firm
2491 Pelham Pkwy, 205-663-0281
Pelham, Al 35124
\$250,000.00

STATE OF ALABAMA

SPECIAL WARRANTY DEED, JOINTLY LIFE WITH REMAINDER TO SURVIVOR

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) Dollars to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, RBC Bank (USA), (hereinafter referred to as GRANTOR), does hereby grant, bargain, sell and convey unto Ronnie Drew Stone and Jo Ann Stone, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

Lot 1028 according to the Survey of Final Plat of Glengerry at Ballantrae Phase 2 as recorded in Map Book 38, Page 118, Shelby County, Alabama Records.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

See Exhibit "A" attached hereto and made a part hereof as incorporated by reference herein.

Send Tax Notice to:

124 Glengerry Drive

Pelham, Alabama 35124

Together with all and singular the tenaments, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

TO HAVE AND TO HOLD the same unto GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And said GRANTOR does for itself and its successors and

Shelby County, AL 04/04/2011 State of Alabama Deed Tax:\$250.00



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assigns covenants with the said GRANTEES, 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 they are entitled to the immediate possession thereof; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of only those persons claiming by, through or under the grantor.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature by Winston Pickens its Vice-President on this the day of  $\underbrace{\text{MAYCM}}_{\text{,2011.}}$ 

RBC Bank (USA)

Winston Pickens, Vice-President

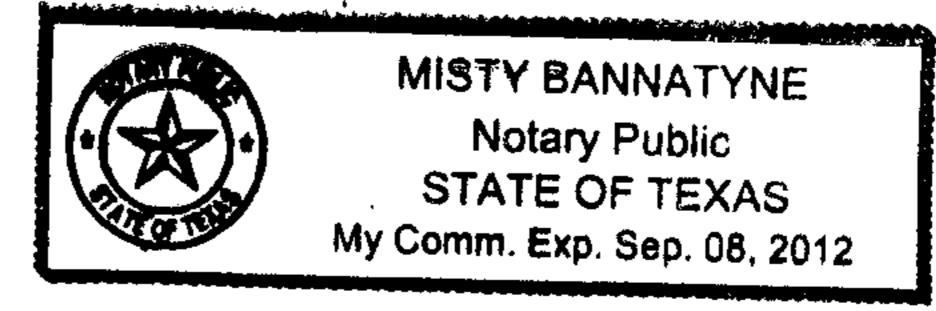
STATE OF COUNTY OF

I, the undersigned, a notary public in and for said county in said state, hereby certify that Winston Pickens as Vice-President of RBC Bank (USA) 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 duly authorized officer executed the same voluntarily for and as the act of said corporation.

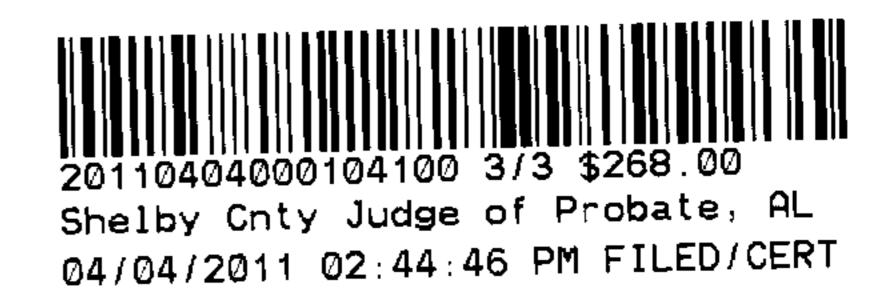
Given under my hand and official seal this the  $\frac{1}{1}$  day of  $\frac{1}{1}$ 

Notary Public

My Commission Expires:



## EXHIBIT "A"



THE PROPERTY IS HEREBY CONVEYED "AS IS", "WHERE IS", AND WITH ALL FAULTS AND GRANTORS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO THE PROPERTY (WITH THE EXCEPTION OF THE WARRANTY OF TITLE CONTAINED HEREIN), THE AVAILABILITY OF UTILITIES, ACCESS OF THE PROPERTY TO PUBLIC ROADS, APPLIANCES OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR ANY PURPOSES GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF THE GRANTORS OR ANY AGENT, EMPLOYEE OR REPRESENTATIVE OF GRANTORS, AND THAT GRANTEE IS BUYING THE PROPERTY "AS IS", "WHERE IS", SUBJECT TO ALL FAULTS AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND (EXCEPT THE WARRANTY OF TITLE CONTAINED HEREIN), INCLUDING BUT NOT LIMITED TO, MATERIALS, WORKMANSHIP, GOOD AND WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTORS HEREBY DISCLAIM ANY SUCH WARRANTY (EXCEPT THE WARRANTY OF TITLE CONTAINED HEREIN). GRANTEE HAS DETERMINED ON GRANTEE'S BEHALF (I) THE PHYSICAL CONDITION OF THE PROPERTY AND THAT THERE IS NO DEFECT OR CONDITION WHICH IS UNACCEPTABLE TO GRANTEE, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (III) WHETHER ANY GEOLOGICAL FAULT OR UNSATISFACTORY CONDITION EXISTS ON ANY PORTION OF THE PROPERTY AND (IV) THAT ALL ENVIRONMENTAL CONDITIONS RELATING TO THE PROPERTY ARE ACCEPTABLE TO GRANTEE.

Ronnie Drew Stone

Jo Ann Stone