

THIS INSTRUMENT PREPARED BY:
BOARDMAN, CARR, HUTCHESON & BENNETT, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

GRANTEE'S ADDRESS:
Samuel Earl Niven, Jr.
P. O. 270
Chelsea, Alabama 35043

STATE OF ALABAMA)

GENERAL WARRANTY DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Five Thousand and No/100ths (\$5,0000) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Samuel Earl Niven, Jr., a married individual** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Samuel Earl Niven, Jr. and Gay Niven, husband and wife**, (hereinafter referred to as GRANTEES), 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:

Lot 5, according to the Survey of Final Plat of Lime Creek at Chelsea Preserve, as recorded in Map Book 32 page 25 in the Probate Office of Shelby County, Alabama.

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

All of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

Subject property does not constitute the homestead of the Grantor herein, as defined by the Code of Alabama.

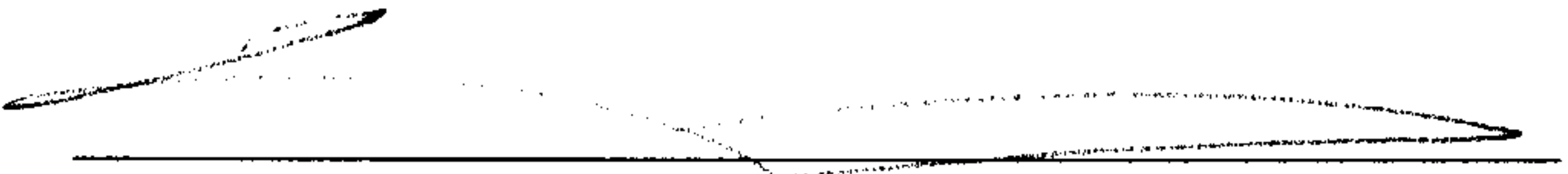
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR 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 GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set their hand and seal this the 30th day of January, 2012.



20120131000035440 1/1 \$17.00
Shelby Cnty Judge of Probate, AL
01/31/2012 08:19:32 AM FILED/CERT


Samuel Earl Niven, Jr.

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that 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 Instrument signed their name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of January, 2012.

NOTARY PUBLIC

My Commission Expires: 12/28/14

Shelby County, AL 01/31/2012
State of Alabama
Deed Tax: \$5.00

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