

This instrument was prepared by:
David P. Condon, P. C.
100 Union Hill Drive Ste 200
Birmingham, AL 35209

20120828000323850 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
08/28/2012 10:02:20 AM FILED/CERT

Send tax notice to:
James & Rachael Isbell
341 Creek Run Circle
Calera, Alabama 35040

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

This Warranty Deed is being corrected and refiled to include Exhibit "A".
STATE OF ALABAMA)

SHELBY COUNTY) **KNOW ALL MEN BY THESE PRESENTS**

That in consideration of **One Hundred Sixteen Thousand Two Hundred Thirty-Four and 06/100 Dollars (\$116,234.06)** to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is acknowledged,

Greater Birmingham Habitat for Humanity, Inc.

(hereinafter referred to as "Grantor") does grant, bargain, sell and convey unto

James Isbell and Rachael Isbell

(hereinafter referred to as "Grantees") as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 126, according to the Survey of Final Plat Shiloh Creek Sector One Plat II, as recorded in Map Book 42, Page 43, in the Probate Office of Shelby County, Alabama.

\$104,748.37 of the proceeds come from a mortgage recorded simultaneously herewith.

Subject to: (1) 2012 ad valorem taxes not yet due and payable;
(2) all mineral and mining rights not owned by the Grantor; and
(3) all easements, rights-of-way, restrictions, covenants and encumbrances of record.

TO HAVE AND TO HOLD unto 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 Grantor does for itself and for its successors and assigns covenant with 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 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has set its seal by its authorized representative, this 6th day of December, 2011.

**GREATER BIRMINGHAM
HABITAT FOR HUMANITY, INC.**

20120110000013460 1/1 \$128.50
Shelby Cnty Judge of Probate, AL
01/10/2012 03:12:14 PM FILED/CERT

BY: Charles Moore (Seal)
Charles Moore
ITS: President & CEO

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles Moore as President & CEO of Greater Birmingham Habitat for Humanity, Inc. 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 and with full authority as such President & CEO he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of December, 2011

Shelby County, AL 01/10/2012
State of Alabama
Deed Tax: \$116.50

DAVID P. CONDON
NOTARY
PUBLIC
ALABAMA STATE-AT-LARGE

David P. Condon
Notary Public: David P. Condon
My Commission Expires: 2-12-14

EXHIBIT "A"

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse services for or accommodation or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

