

This instrument was prepared by:
A. Vincent Brown, Jr.
510 18th Street North
Bessemer, AL 35020


File #1012-02

SEND TAX NOTICE TO:
David Hogg and Kathy Hogg
~~78 Gamefish Court~~
~~Shelby, AL 35143~~
541 17th Street
Chatt AL 35040

WARRANTY DEED

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
COUNTY OF SHELBY


20130107000009760 1/3 \$88.00
Shelby Cnty Judge of Probate, AL
01/07/2013 01:12:29 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in Consideration of **Ninety Thousand and 00/100 (\$90000) Dollar, the Amount of Which Can Be Verified in the Closing Statement, between the parties hereto**, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **Johnny A. Grimes, a single man, whose mailing address is 3985 Parkwood Road S., 109-317, Bessemer, Alabama 35022**, is (herein referred to as grantor, whether one or more) grant, bargain, sell and convey unto **David Hogg and Kathy Hogg, whose mailing address is 78 Gamefish Court, Shelby, AL 35143**, (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, the address of which is 78 Gamefish Court, Shelby, AL 35143**, to-wit:

See attached Exhibit "A."

SUBJECT PROPERTY IS NOT THE GRANTORS' HOMESTEAD

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. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - e. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
3. Taxes for the year 2013 and subsequent years.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
5. Less and except any part of subject property lying within any road right-of-way.

\$20000 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

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.

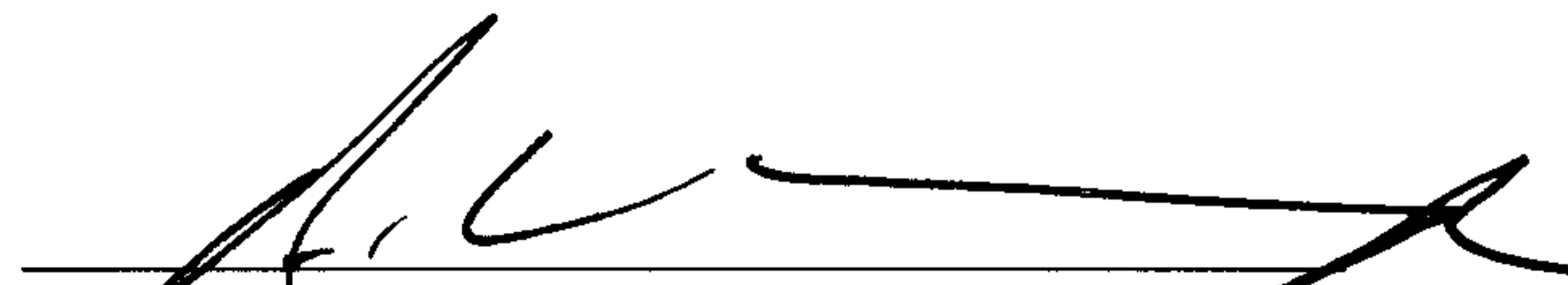
IN WITNESS WHEREOF, I/(we), **Johnny A. Grimes, a single man**, have hereunto set my (our) hand(s) and seal(s) this **12th** day of **October, 2012**.

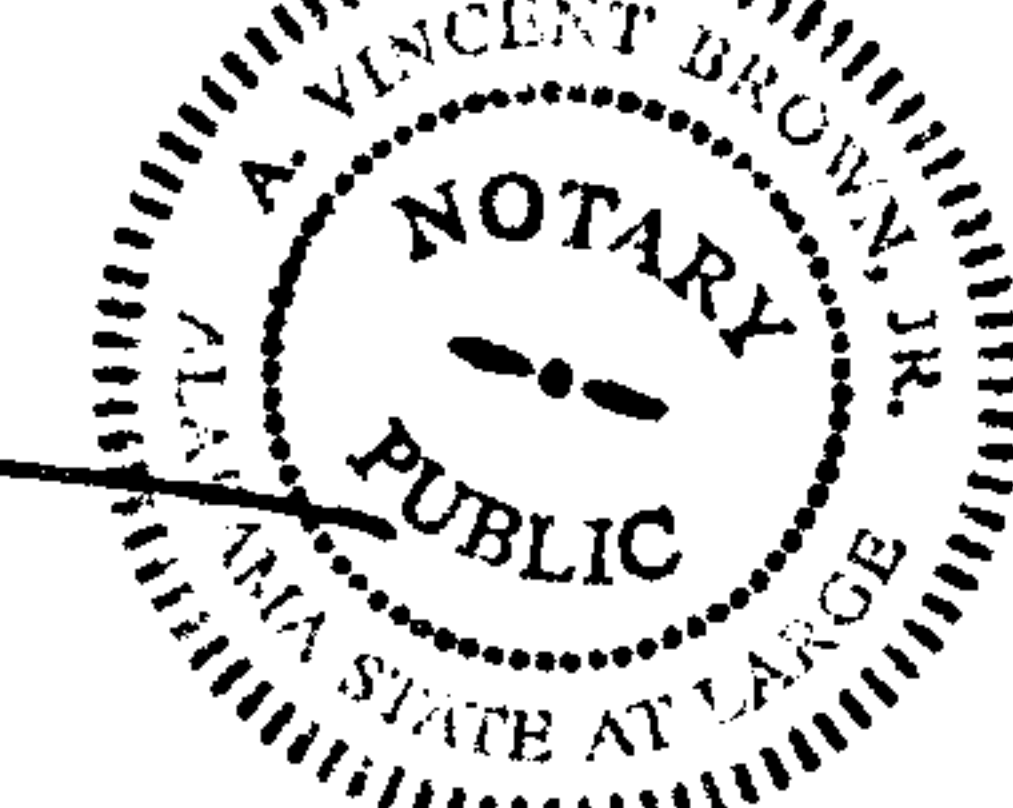
 (SEAL)
Johnny A. Grimes

STATE OF ALABAMA
JEFFERSON COUNTY


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Johnny A. Grimes**, a single man, whose name(s) (is/are) signed to the foregoing conveyance, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, HE/SHE/THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **12th** day of **October, 2012**.


Notary Public




My commission expires: 11/29/2015


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SCHEDULE A
(continued)**LEGAL DESCRIPTION**

A parcel of land lying and being situated in the Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Section 24, Township 22 South, Range 1 East, Shelby County, Alabama described as follows: From the Northwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section run S along $\frac{1}{4}$ $\frac{1}{4}$ line 887.3 feet to an iron pin; thence deflect left 90° for 168 feet to an iron pin; thence deflect right 90° for 80.6 feet to the S post of a chain link fence gate, and the beginning point of subject lot; from said point thus established, continue said course 200.1 feet to an iron pipe on the shore line of Lay Lake; thence run along the meander of said shore line Easterly 239.8 feet to an iron pipe; thence run N $69^\circ 10'$ W 223.7 feet and back to the beginning point.

Also the following described easement for a driveway: From the point of beginning of the lot described above and hereon, run S $60^\circ 10'$ E 89 feet; thence run Northwesterly to a point on a fence, said point being the N post of a chain link fence gate being located 16 feet N of the beginning point; thence run S 16 feet to the beginning point.


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