

NAME: Charles A. J. Beavers
1122 North 22nd Street
 ADDRESS: Birmingham, Alabama 35234



19741026000052320 1/4 \$.00
 Shelby Cnty Judge of Probate, AL
 10/26/1974 12:00:00 AM FILED/CERT

CORPORATION WARRANTY DEED
 JOINT WITH SURVIVORSHIP

Alabama Title Co., Inc.

BIRMINGHAM, ALA.

State of Alabama

Shelby COUNTY;

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of

Seventy-One Thousand Two Hundred Fifty and no/100 -----Dollars

to the undersigned grantor, C & T Homebuilders, Inc.

a corporation, in hand paid by Rheuben A. Dawson and wife, Joyce L. Dawson
 the receipt whereof is acknowledged, the said

C & T Homebuilders, Inc.,

does by these presents, grant, bargain, sell, and convey unto the said Rheuben A. Dawson and wife,
 Joyce L. Dawson

as joint tenants, with right of survivorship, the following described real estate, situated in Shelby

County, Alabama, to-wit:

Lot 17-A, according to a resurvey of Lots 14, 15, 16, 17, 18 and 19, Third Sector, Indian Valle;
 as recorded in Map Book 5, Page 129, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Current taxes.
2. 10 foot easement on East and 7.5 foot easement on west, as shown by recorded map.
3. Easement to Alabama Power Company recorded in Vol. 102, page 55; Vol. 119, page 297; Vol. 1 Page 121; Vol. 102, page 53; Vol. 103, page 43 and Vol. 104, page 213, in the office aforesaid.
4. Restrictions contained in Misc. Record 1, page 72, in the office aforesaid.
5. Mineral and mining rights and rights incident thereto recorded in Vol. 181, page 381, in the office aforesaid.
6. Right of Way to Alabama Power Company and Southern Bell Telephone and Telegraph Company as recorded in Vol. 275, page 226, in the office aforesaid.
7. Flood easement recorded in Vol. 284, page 277 in the office aforesaid.
8. Subject to easement attached hereto and made a part hereof, as Exhibit "A".

\$45,000.00 of the above recited purchase price was paid from a mortgage loan closed simultaneous herewith.

TO HAVE AND TO HOLD Unto the said Rheuben A. Dawson and wife, Joyce L. Dawson
 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 grantee does not survive the other, then the heirs and assigns of the grantees herein
 shall take as tenants in common.

And said C & T Homebuilders, Inc., does for itself, its successors
 and assigns, covenant with said Rheuben A. Dawson and wife, Joyce L. Dawson, their
 heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances,
 that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns
 shall, warrant and defend the same to the said Rheuben A. Dawson and wife, Joyce L. Dawson, their
 heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, The said C & T Homebuilders, Inc.,

signature by H. Reid Crider has hereunto set its
 who is duly authorized, and has caused the same to be attested by its Secretary, its President,
 on this 24th day of October, 1974.

ATTEST:

C & T Homebuilders, Inc.

By

Secretary.

Vice President

THIS FORM FURNISHED BY
ALABAMA TITLE COMPANY, INC.
AGENTS FOR
LOUISVILLE TITLE INSURANCE CO.
615 No. 21st Street Birmingham, Ala.

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CORPORATION
WARRANTY DEED

TO

State of Alabama
JeffersonCOUNTY;

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that H. Reid Crider whose name as President of the C & T Homebuilders, Inc., a corporation, is signed to the foregoing conveyance. and who is known to me, acknowledge before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24th day of October, 1974.

James L. Davis
Notary Public

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EXHIBIT "A"

Lots 17A & 18

Also an easement for pedestrian (and occasional vehicular) passage for the purpose of access to Indian Valley Lake, which easement is situated on Lot 19A according to a Resurvey of Lots 14 through 19, inclusive, of the Third Sector of Indian Valley recorded in Map Book 5, Page 97 in the Office of Judge of Probate Shelby County, Alabama and more particularly described as follows, to wit

Begin at the most Northerly Corner of said Lot 19A; thence run in a Southeasterly direction along the common line between Lots 19A and 18A a distance of 131.42 feet to the most Southerly Corner of Lot 18A; thence turn an angle to the right of 23 degrees, 52 minutes, 48 seconds and run in a Southeasterly direction along the common line between Lots 18 and 19A a distance of 30.00 feet; thence turn an angle to the right of 103 degrees, 01 minutes, 34 seconds and run in a Southwesterly direction a distance of 81.47 feet; thence turn an angle to the right of 88 degrees, 12 minutes, 16 seconds and run in a Northwesterly direction a distance of 134.38 feet to the point of beginning.

Together with the right to construct and maintain a pier which shall at all times remain subject to the approval of the Indian Valley Lake Estates Property Owners Association as to its design, size and condition and which pier or dock shall be replaced, repaired or removed only upon prior consent in writing having been first obtained from said Indian Valley Lake Estates Property Owner's Association.

The Grantee, his successors in interest or assigns, shall assess the foregoing easement for ad valorem real property taxes each year together with that portion of the improvements place thereon at his or their instance or by him or them, and if such assessment of said easement and improvements attributable to the grantee, his successors in interest and assigns, is not timely and accurately made, the easement herein granted shall terminate as to said grantee, his successors in interest and assigns.



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It is further agreed and understood that the owners of Lot 17A have the right to use the SW 67.38' for the construction of a pier on the lakefront portion of this easement as mentioned in aforesaid description. The purchaser of this lot agrees to share the maintenance on a pro-rata basis with the three other lot owners sharing the private roadway off of Comanche Drive.

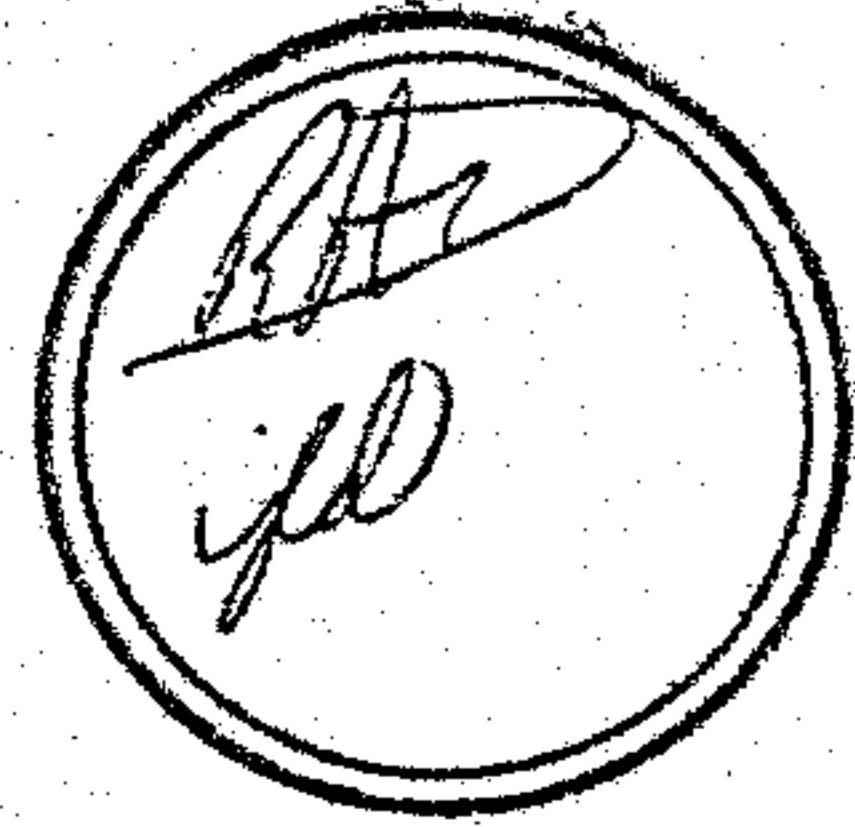
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Reel 24 9450
1974 OCT 26 AM 8:25
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Davidson
JUDGE OF PROBATE

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