

202

This instrument was prepared by  
(Name) LARRY L. HALCOMB  
ATTORNEY AT LAW  
(Address) 3512 OLD MONTGOMERY HIGHWAY  
HOMEWOOD, ALABAMA 35209

Send Tax Notice To: Thomas James Smitherman, III  
name  
142 Mallard Pointe Drive  
address  
Pelham, Alabama 35124

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA

STATE OF ALABAMA  
Shelby COUNTY KNOW ALL MEN BY THESE PRESENTS,  
That in consideration of One Hundred Twenty Six Thousand Nine Hundred and no/100 (\$126,900.00) DOLLARS  
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
James E. Green d/b/a James E. Green Homebuilder  
(herein referred to as grantors) do grant, bargain, sell and convey unto  
Thomas James Smitherman, III and Peggy Ann Smitherman  
(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in \_\_\_\_\_  
Shelby County, Alabama to-wit:

Lot 23, according to the survey of Mallard Pointe Subdivision, as recorded  
in Map Book 10 page 70 in the Probate Office of Shelby County, Alabama;  
being situated in Shelby County, Alabama.

Subject to taxes for 1988.  
Subject to restrictions, building lines, easements, rights of way, transmission line  
permit and agreement with Alabama Power Company of record.  
The grantor does not warrant title to minerals and mining rights.  
The subject property is not the homestead of the grantor nor his spouse.  
\$114,200.00 of the purchase price recited above was paid from the proceeds of a mortgage  
loan closed simultaneously herewith.

BOOK 187 PAGE 424  
TO HAVE AND TO HOLD 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.  
And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, 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 noted  
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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 31st  
day of May, 19 88

WITNESS: STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

08 JUL -2 AM 11:55  
JUDGE OF PROBATE  
STATE OF ALABAMA  
Jefferson COUNTY  
I, Larry L. Halcomb  
hereby certify that James E. Green  
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 he executed the same voluntarily \*  
on the day the same bears date.

James E. Green (Seal)  
James E. Green d/b/a James E. Green  
Homebuilder (Seal)  
(Seal)

1. Deed Tax \$ 13.00  
2. Mtg. Tax (Seal)  
3. Recording Fee 2.50  
4. Indexing Fee 1.00  
TOTAL 16.50

General Acknowledgment

Given under my hand and official seal this 31st day of May A. D., 19 88

[Signature]  
Notary Public.