

912

This instrument was prepared by:
Clayton T. Sweeney
2100 SouthBridge Parkway
Suite 650
Birmingham, Alabama 35209

Send Tax Notice to:
John P. Leonard
Cindy W. Leonard
3564 Chippenham Drive
Birmingham, AL 35242

STATE OF ALABAMA)
SHELBY COUNTY)

210,000⁰⁰

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to the undersigned grantor, Steve Cobb, a married man, d/b/a Steve Cobb Construction Co., in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said Steve Cobb, a married man, d/b/a Steve Cobb Construction Co., does by these presents, grant, bargain, sell and convey unto John P. Leonard and Cindy W. Leonard (herein referred to as "Grantee", whether one or more) as joint tenants with right of survivorship, the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 30, according to the survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 A & B in the office of the Judge of Probate of Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad valorem taxes due and payable October 1, 1989.
- (2) Existing easements, conditions, restrictions, set-back lines, rights-of-way, limitations, if any, of record.
- (3) Mineral and mining rights not owned by Seller.

\$202,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith. The property conveyed herein is not the homestead of the Grantor or his spouse.

TO HAVE AND TO HOLD, to the said Grantees, as joint tenants, with rights 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 said Grantor does for itself, its successors and assigns, covenant with said 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, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized partner this 5th day of May, 1989.

SELLER:

Steve Cobb, a married man, d/b/a
Steve Cobb Construction Co.

BY: Steve Cobb

BOOK 238 PAGE 206

ATTESTED BY ME,
NOTARY PUBLIC,
I CERTIFY THIS
INSTRUMENT IS
CORRECTLY
FILED

89 MAY 12 AM 9:00

JUDGE OF PROBATE

STATE OF ALABAMA)
JEFFERSON COUNTY)

1. Deed Tax	\$ 1400
2. Reg. Tax	
3. Recording Fee	250
4. Notary Fee	200
TOTAL	1850

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Steve Cobb, a married man, d/b/a Steve Cobb Construction Co. whose name is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 5th day of

May, 1989.

Clayton T. Sweeney
Notary Public

My Commission Expires: 5-29-91

BROOKHILL DEED (D)

Pritchard, M. Call