

**WARRANTY DEED**

STATE OF ALABAMA     )

SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of ONE HUNDRED FORTY SEVEN THOUSAND AND NO/100 (\$147,000.00) DOLLARS to the undersigned Grantors, Clifford W. Lynch and wife, Barbara C. Lynch, in hand paid by the Grantees, James H. Neal and wife, Frances W. Neal, the receipt of which is hereby acknowledged by the Grantors, we, Clifford W. Lynch and wife, Barbara C. Lynch (hereinafter referred to as "Grantors") do grant, bargain, sell and convey unto James H. Neal and wife, Frances W. Neal (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 18, according to the Survey of Carleton Point as recorded in Map Book 13, page 146, in the Probate Office of Shelby County, Alabama; said lot or parcel being situated in Shelby County, Alabama.

Said conveyance subject to the following:

- (1) General and special taxes or assessments for 1991 and subsequent years not yet due and payable. Ad Valorem Taxes are assessed for current use value, Shelby County Tax Assessor will levy an additional tax for the change in the use for a three year period, retroactive.
- (2) Building setback line of 70 feet reserved from Carleton Point Drive as shown by plat.
- (3) Restrictions, covenants and conditions as set out in instrument recorded in Real 270, page 39 and Map Book 13, page 146 in the Probate Office of Shelby County, Alabama.
- (4) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 138, page 88, and Deed Book 133, page 253 in the Probate Office of Shelby County, Alabama.
- (5) Agreement with Alabama Power Company as to underground cables recorded in Real 273, page 167 and covenants pertaining thereto recorded in Real 285, page 762 in Probate Office of Shelby County, Alabama.
- (6) Mining and mineral rights if not owned by grantor.

BOOK 322 PAGE 832

*Clifford W. Lynch* *Barbara C. Lynch*

BOOK 322 PAGE 833

- (7) Rights of riparian owners in and to the use of Lay Lake.
- (8) Subdivision is to provide for construction of single family residences only as shown in the recorded plat in the Probate Office of Shelby County, Alabama.
- (9) Flood rights of Alabama Power Company as shown by instrument recorded in Final Record 7, page 41 in the Probate Office of Shelby County, Alabama.
- (10) Less and except any part of subject property lying within Lay Lake as recorded in Real 211, page 183.
- (11) provisions for boat ramp use as set out in Real 229, page 588 in Probate Office of Shelby County, Alabama and subject to amendment thereto.
- (12) All easements, restrictions, setback lines, rights of way and limitations of record.

\*\* One Hundred Thirty Seven Thousand and No/100 (\$137,000.00) Dollars of the consideration cited above was paid for by a mortgage loan closed simultaneously herewith.

Said real estate is not the homestead of the Grantors nor the homestead of the spouses of said Grantors.

The Grantees, by acceptance hereof, hereby expressly assume and agree to be bound by and to comply with all of the covenants, terms, provisions, and conditions set forth in or referred to by reference in the instrument recorded in Map Book 13, page 146 in the Probate Office of Shelby County, Alabama, and in the Declaration of Covenants, Conditions, Restrictions, and Rights of Carleton Point as recorded in Real Book 270, page 39 in the Probate Office of Shelby County, Alabama, and amendments thereto.

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs, successors, 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 we do for ourselves and for our heirs, executors, assigns, and administrators covenant with the said Grantees, their heirs, assigns, and successors, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and

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, we hereunto set our hands and seals, this 10 day of December, 1990.

Clifford W. Lynch (SEAL)  
Clifford W. Lynch

Barbara C. Lynch (SEAL)  
Barbara C. Lynch

|                  |       |          |
|------------------|-------|----------|
| 1. Deed Tax      | ----- | \$ 10.00 |
| 2. Mtg. Tax      | ----- | \$       |
| 3. Recording Fee | ----- | \$ 7.50  |
| 4. Indexing Fee  | ----- | \$ 3.00  |
| 5. No Tax Fee    | ----- | \$       |
| 6. Certified Fee | ----- | \$ 1.00  |
| Total            | ----- | \$ 21.50 |

STATE OF ALABAMA )

SHELBY COUNTY )

I, Benjamin F. Beckham III, a Notary Public in and for said County, in said State hereby certify that Clifford W. Lynch and Barbara C. Lynch, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of Dec, 1990.

Benjamin F. Beckham III  
Notary Public

THIS INSTRUMENT PREPARED BY:

Ben F. Beckham, III  
Attorney At Law  
SPRINGFIELD & BECKHAM  
Suite 360 East, Mt. Brook Center  
2700 Highway 280 South  
Birmingham, Alabama 35223  
(205) 879-0500

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

90 DEC 19 AM 10:22

JUDGE OF PROBATE