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This instrument was prepared by

(Name) Larry L. Halcomb, Atty. at Law

(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

Send Tax Notice To: Cynthia L. Tipton
name
6503 Quail Run Drive
address
Birmingham, Alabama 35243

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 Thirty Seven Thousand and no/100 (\$137,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Norman Anthony Carlesso & wife, Barbara G. Carlesso,
(herein referred to as grantors) do grant, bargain, sell and convey unto

Cynthia L. Tipton & M. Lisa Manier

(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 2, ACCORDING TO THE SURVEY OF QUAIL RUN, AS RECORDED IN MAP BOOK 7, PAGE 22 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO TAXES FOR 1991.

Subject to building setback line of 35 feet reserved from Quail Run Drive as shown by plat. Said building line has been violated in that the stoop extends over said line as shown in survey by Allen Whitley dated August 15, 1980.

Subject to public utility easements as shown by recorded plat, including a 10 foot easement on the Easterly side of lot.

Subject to restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 22 page 638 in Probate Office.

Subject to Transmission Line Permit(s) to Alabama power Company as shown by instrument(s) recorded in Deed Book 101 page 523 and Deed Book 216 page 103 in Probate Office.

Subject to agreement with Alabama Power Company as set out in instruments recorded in Misc. Book 22 page 834 and Misc. Book 22 page 841 in Probate Office.

\$130,150.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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, WE have hereunto set OUR hand(s) and seal(s), this 30th day of May, 19 91

WITNESS
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUN -3 PM 3:47

700
250
300
100

(Seal)

1250

(Seal)

(Seal)

Norman Anthony Carlesso (Seal)

Barbara G. Carlesso (Seal)

Barbara G. Carlesso (Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that Norman Anthony Carlesso & wife, Barbara G. Carlesso whose name S 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 30th day of MAY A. D., 19 91

Larry L. Halcomb

Notary Public