

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

832
SEND TAX NOTICE TO:
Guillermo A. Herrera
1218 Bay Vista Drive
Brandon, MS 39042

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED
JOINT WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of One Hundred Thirty-eight Thousand Five Hundred and No/100 (\$138,500.00) Dollars to the undersigned Ronald L. Lowery and wife, Laura G. Lowery (hereinafter referred to as "Grantors"), in hand paid by Guillermo A. Herrera and wife, Elba A. Herrera (hereinafter referred to as "Grantees"), the receipt whereof is hereby acknowledged, we, Ronald L. Lowery and wife, Laura G. Lowery, Grantors, do hereby grant, bargain, sell and convey unto Guillermo A. Herrera and Elba A. Herrera, Grantees, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 36, according to the Survey of SOUTHLAKE, FIRST ADDITION, as recorded in Map Book 14, at Page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Current taxes.
2. Building setback line of 50 feet reserved from Swan Lake Cove as shown by plat.
3. Public utility easements as shown by recorded plat.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 2 page 298; Misc. Book 16 page 768; Real 257 page 3 and Real 295 page 92 in Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 104 page 213 in Probate Office.
6. Agreement with Alabama Power Company as to underground cables recorded in Real 290 page 996 in Probate Office.

7. Title to all mineral rights within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 259 page 635 in Probate Office.
8. Covenant releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 295 page 92 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
9. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160 page 495 in the Probate Office.
10. Notice of Permitted Land Uses as set out in instrument recorded in Real 160 page 492 in the Probate Office.
11. Rights of riparian owners in and to the use of Southlake.
12. Agreement regarding ownership, maintenance and use of lake as set out in Misc. 7 page 771, as to the use of the Lake Property.
13. Flood easement as set out in Deed Book 284 page 881 as shown on Survey by Gay & Martin, Inc. dated September 1989.
14. Restrictions, covenants and conditions as set out in Real 257 page 3, including restrictions as to ingress and egress by any street that is over and upon what is not dedicated and known as Southlake Parkway.
15. Release of damages as set out in Real 295 page 92 in the Probate Office.
16. Any claim, loss, liability or damage based on or arising from any of the terms or provisions set out in Real 295 page 92 in the deed dated June 4, 1990 from Parade Home Builders, Inc. to Grantors herein recorded in the Probate Office of Shelby County, Alabama, including but not limited to: disclaimer & release of damages; construction contract agreement; reservation of right to repurchase by Parade Home Builders; and, agreement to arbitrate disputes.

\$138,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the 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 we do for ourselves and for our heirs, executors, and administrators covenant with the Grantees, their heirs and assigns, 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 have hereunto set our hands and seals this 15th day of July, 1991.

WITNESSES:

Hester J. Luna

Ronald L. Lowery
Ronald L. Lowery

Hester J. Luna

Laura G. Lowery
Laura G. Lowery

The undersigned Grantees hereby acknowledge notice of and willingness to comply with building and land use restrictions, and, specifically, but without limitation, the requirement that all improvements to the Property are subject to approval by the Architectural Control Committee. Plans and specifications and a plot plan for all proposed improvements must be submitted to and approved by the Architectural Control Committee before any construction may begin.

WITNESSES:

Mari Bloom

Guillermo A. Herrera

Jessie B. Henry

Elba A. Herrera

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald L. Lowery and Laura G. Lowery, 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 seal this 15th day of July, 1991.

Jessie B. Henry
Notary Public

My Commission Expires: 8-31-94

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

91 JUL 26 AM 10:34

John H. ...
JUDGE OF PROBATE

NO TAX COLLECTED

1.00	19.00
1.00	1.00
1.00	1.00
Total	16.00

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