

This form furnished by:

**Cahaba Title, Inc.**

Eastern Office  
(205) 833-1571  
FAX 833-1577

Riverchase Office  
(205) 988-5600  
FAX 988-5905

This instrument was prepared by:

(Name) **DOUGLAS L. KEY, ATTORNEY AT LAW**  
(Address) **P. O. Box 360345**  
**Birmingham, AL 35236**

Send Tax Notice to:

(Name) **PAMELA G. NISSEN**  
(Address) **104 Gables Drive**  
**Birmingham, AL 35244**

**WARRANTY DEED**

**STATE OF ALABAMA**

**SHELBY**

**COUNTY**

**KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of One Dollar and the assumption of that certain mortgage to Real Estate Financing, Inc. in the amount of \$55,848.00

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **Carol R. Mitchell**, a married woman, and **Mark G. Mitchell**, an unmarried man,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Pamela G. Nissen**

(herein referred to as grantee, whether one or more), the following described real estate, situated in **Shelby** County, Alabama, to-wit:

Unit 104, Building 1, according to the Survey of The Gables, a Condominium, as established by Declaration of Condominium and By-Laws thereto as recorded in Real 10, page 177 and amended in Real 27 page 733, Real 50 page 325, Real 50 page 327, Real 50, page 340 as re-recorded in Real 50 page 942, also amendments as recorded in Real 59 page 19, Real 96 page 855, Corporation Book 30 page 407, Real 97 page 937, Real 165 page 579, Misc. Book 13 page 50, Misc. Book 15 page 189, and Misc. Book 19 page 633; together with an undivided interest in the common elements as set forth in the aforesaid Declaration, said Unit being more particularly described in Map Book 9 pages 41 through 44 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

**SUBJECT TO:**

1. Taxes for the year 1992 which are a lien but not yet due and payable until October 1, 1992. (Tax ID# 58-10-9-30-991-004-004)
2. Public Utility easements as shown by recorded plat.
3. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 347 page 472 in Probate Office.
4. Right of Way granted to South Central Bell by instrument recorded in Real 87 page 189 in Probate Office.
5. Agreement in regard to sanitary sewer system as set out in Real 97 page 535 in Probate Office.

**"CONTINUED"**

TO HAVE AND TO HOLD To the said GRANTEE, his, her or their heirs and assigns forever.

And ~~I~~(we) do, for ~~myself~~(ourselves) and for ~~my~~(our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that ~~I~~(we) are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, ~~I~~(we) have hereunto set ~~my~~(our) hand(s) and seal(s) this 3rd day of February 19 92

(Seal)

Carol R. Mitchell Bell (Seal)  
**CAROL R. MITCHELL BELL**

(Seal)

Mark G. Mitchell (Seal)  
**MARK G. MITCHELL**

(Seal)

**STATE OF ALABAMA**  
**JEFFERSON**

**County**

**General Acknowledgment**

I, the undersigned **Bell** a Notary Public in and for said County, in said State, hereby certify that **Carol R. Mitchell** a married woman, and **Mark G. Mitchell**, an unmarried man, 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 3rd day of February 19 92

10/31/95

Notary Public

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SUBJECT TO:

6. Agreement with Alabama Power Company as to underground cables recorded in Real 220 page 457 in Probate Office.

7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights as set out in Deed Book 4 page 464 and Deed Book 127 page 140 in Probate Office.

8. Rights of owners of property adjoining property in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.

9. Use Agreement with Blue Cross-Blue Shield as set out in Misc. Book 19 page 690.

10. Terms and Conditions as set forth in the Declaration of Condominium By-Laws and Amendments recorded in Real 10 page 177 and amended in Real 27 page 733, Real 50 page 325, Real 50 page 327, Real 50 page 340 and re-recorded in Real 50 page 942, Real 59 page 19, Real 96 page 855, Corp. Book 30 page 407, Real 97 page 937 and Real 165 page 578.

11. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Misc. Book 13 page 50 as amended by Amendment No. 1 in Misc. Book 15 page 189, and further amended by Amendment No. 2 recorded in Misc. Book 19 page 633 in said Probate Office.

12. Restrictions in Item 6 in deed recorded in Deed Book 331 page 757 to-wit: "Said property conveyed by this instrument is hereby restricted to use as a multi-family development and related uses with a density not to exceed twelve (12) units per acre as defined in the Riverchase Architectural Committee Development Criteria for Planned Multi-Family (PR-2) District of Riverchase, dated April 11, 1980 unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in Paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants."

13. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) recorded in Misc. Book 14 beginning at Page 536, as amended in Misc. Book 17, beginning at page 550, and Notice of Compliance Certificate, recorded in Misc. Book 34 page 549 in Probate Office.

14. Mortgage from Carol R. Mitchell and Mark G. Mitchell to Troy & Nichols, Inc. dated December 14, 1990 in amount of \$56,300.00 and recorded in Real 323 page 639; said mortgage was assigned to Real Estate Financing, Inc. in Real 323 page 646 in the Probate Office of Shelby County, Alabama.

As a part of the consideration herein before stated, the hereinabove named grantee hereby agrees to assume and pay that certain indebtedness in the amount of \$55,848.00 to Real Estate Financing, Inc. recorded in Real 323 page 646 in the Probate Office of Shelby County, Alabama.

The herein before described property does not constitute a part of the homestead of Carol R. Mitchell and her spouse.

CAROL R. MITCHELL and CAROL R. MITCHELL BELL IS ONE AND THE SAME PERSON.

92 FEB -6 PH 1:55

CLERK OF PROBATE

1. Deed Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	_____
4. Indexing Fee	_____
5. No Tax Fee	_____
6. Certified Fee	_____
Total	_____