

This instrument prepared by:  
John N. Randolph, Attorney  
Srote & Perrott P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35205

Send Tax Notice To:  
Gill G. Heagy  
Kimberly M. Heagy  
627 Valleyview Drive  
Pelham, Alabama 35124

**WARRANTY DEED, Joint Tenants with Right of Survivorship**

**State of Alabama**

**KNOW ALL MEN BY THESE PRESENTS,**

### **Shelby County**

That in consideration of **Eighty-Six Thousand Five Hundred and 00/100'S \*\*\* (\$86,500.00) Dollars** to the undersigned grantors in hand paid by the **GRANTEE**s herein, the receipt whereof is acknowledged, we, **David M. Davis and wife, Katheryn S. Davis** (herein referred to as grantors) do grant, bargain, sell and convey unto **Gill G. Heagy and Kimberly M. Heagy** (herein referred to as **GRANTEE**s) as joint tenants with right of survivorship, the following described real estate situated in **Shelby County, Alabama**, to-wit:

Lot 2-A, in Block 5, according to the Survey of A Resurvey of Lots 1, 2 and 3, in Block 5, of Cahaba Valley Estates, Seventh Sector, as recorded in Map Book 8, Page 97, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Restrictions appearing of record in Misc. Volume 15, Page 333 and as shown on recorded map.
3. Easement and right-of-way granted Alabama Power Company and South Central Bell Telephone Company recorded in Deed Volume 302, Page 83.
4. Easement and right-of-way granted the City of Pelham Sewer Fund, Inc. recorded in Deed Volume 298, page 677.
5. Right-of-way granted Alabama Power Company recorded in Deed Volume 108, Page 379.
6. Conditions, limitations and restrictions in regard to sanitary sewer system as shown in Misc. Volume 15, Page 501.
7. 10 foot easement along rear of said lot for public utilities, sanitary sewers, storm sewers, storm ditches as shown on recorded map.
8. 30 foot building line from Valleyview Drive as shown on recorded map.

\$86,950.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD onto the said GRANTEEES 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 said GRANTEE, 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 GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd of December, 1992.

David N. Davis

1000

Katheryn S. Day

(Seaf)

(Seal)

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David M. Davis and wife, Katheryn S. Davis 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 23rd day of December, 1992.

01/04/1993-00003  
08:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
CIV. NO. 7.50