

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
William H. Brown  
Linda L. Brown  
3748 Kinross Drive  
Birmingham, AL 35242

WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA )  
COUNTY OF SHELBY ) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED NINETY THOUSAND AND NO/100, (\$290,000.00), DOLLARS, in hand paid to the undersigned, Michael A. Rosemore, and spouse, Kimberly W. Rosemore, (hereinafter referred to as "GRANTORS"), by William H. Brown and spouse, Linda L. Brown, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEES the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 52, according to the Map of Brook Highland, First Sector, as recorded in Map Book 12, Page 62 A & B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 1995.
2. 35 foot building line West as shown by recorded plat.
3. 10 foot easement East for public utilities, sanitary sewer, storm sewers and storm ditches as shown by recorded plat.
4. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, recorded in Real 194, Page 254, Real 194, Page 281, and Real 194, Page 287, in the Probate Office of Shelby County, Alabama.
5. Restrictions appearing of record in Real 276, Page 856, and amended in Real 281, Page 82, in the Probate Office of Shelby County, Alabama.
6. Drainage Easement in Real 125, Page 238, in the Probate Office of Shelby County, Alabama.
7. Reciprocal Easement Agreement as setforth in Real 125, Page 249, and Real 199, Page 18, in the Probate Office of Shelby County, Alabama.
8. Easement and title to sewer lines as conveyed to Water Works Board of the City of Birmingham, Alabama, in Real 194, Page 1, Real 194, Page 20, Real 194, Page 40, Real 194, Page 43, and Real 252, Page 210, in the Probate Office of Shelby County, Alabama.
9. Permit to Alabama Power Company as setforth in Real 8, Page 903, and Real 270, Page 147, in the Probate Office of Shelby County, Alabama.
10. Easement to underground cables recorded in Real 181, Page 995, in the Probate Office of Shelby County, Alabama.
11. Emergency Vehicle Easement as setforth in Real 107, Page 965, in the Probate Office of Shelby County, Alabama.

12. Release of damages as setforth in Real 265, Page 867, in the Probate Office of Shelby County, Alabama.
13. Mineral and mining rights and rights incident thereto setforth in Deed Book 28, Page 581, Deed Book 29, Page 16, Deed Book 63, Page 479 and Real 108, Page 01, in the Probate Office of Shelby County, Alabama.

\$275,500.00 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 we do for ourselves and for our heirs, executors, and administrators covenant with the said 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.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 30th day of December, 1994.

Michael A. Rosemore (SEAL)  
Michael A. Rosemore  
GRANTOR

Kimberly W. Rosemore (SEAL)  
Kimberly W. Rosemore  
GRANTOR

William H. Brown (SEAL)  
William H. Brown  
GRANTEE

Linda L. Brown (SEAL)  
Linda L. Brown  
GRANTEE

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael A. Rosemore and spouse, Kimberly W. Rosemore, 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 30th day of December, 1994.



NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES JUNE 23, 1997

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Brown and spouse, Linda L. Brown, whose names are signed to the foregoing conveyance as GRANTEES, 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 December, 1994.



NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES JUNE 23, 1997

Inst # 1995-00474

01/05/1995-00474  
02:46 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 28.00