

R94-1665

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
100 Concourse Parkway, Suite 130
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

DAVID DWAIN GRAY, JR.
326 MILGRAY LANE
CALERA, AL 35040

Inst # 1995-01547
01/19/1995-01547
08:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
12:00

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED and 00/100 (\$128,900.00) DOLLARS to the undersigned grantor, BILL'S CONTRACTING SERVICE, INC. in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto DAVID DWAIN GRAY, JR. and CANDY PARKS GRAY, HUSBAND AND WIFE, (herein referred to as GRANTEEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 10, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, SECTOR 6, PHASE II, AS RECORDED IN MAP BOOK 18, PAGE 79, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 1994 which constitutes a lien but are not due and payable until October 1, 1995.
2. 30 foot building setback line from Milgray Lane as shown on recorded map of subdivision.
3. 7.5 foot utility easement across the West side of lot as shown on recorded map of subdivision.
4. Permit to Alabama Power Company recorded in Deed Book 222, page 40, in Probate Office of Shelby County, Alabama.
5. Release of damages as shown on recorded map of said subdivision.
6. Restrictive covenants as recorded in Instrument #1994-18720, in Probate Office of Shelby County, Alabama.

\$132,444.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, BILL'S CONTRACTING SERVICE, INC., A CORPORATION, by its PRESIDENT, WILLIAM D. MURRAY who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 17th day of January, 1995.

BILL'S CONTRACTING SERVICE, INC.

By: William D. Murray, Jr.
WILLIAM D. MURRAY, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that WILLIAM D. MURRAY, whose name as PRESIDENT of BILL'S CONTRACTING SERVICE, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of January, 1995.

Robert S. Cal
Notary Public

My commission expires: 7/16/98

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SHELBY COUNTY JUDGE OF PROBATE
002 MCO 12.00