

Inst # 1995-11566

05/03/1995-11566

02:18 PM CERTIFIED

SHELBY COUNTY, OFFICE OF PROBATE

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

SEND TAX NOTICE TO:

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

EDDY NELSON  
901 FRONTIER DRIVE  
PELHAM, AL 35124

Inst # 1995-11566

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

## WARRANTY DEED

Know All Men by These Presents: That in consideration of SIXTY THOUSAND and 00/100 (\$60,000.00) DOLLARS to the undersigned grantor, J.E. BISHOP HOMES, 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 EDDY NELSON and KAREN NELSON, 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 22, ACCORDING TO THE SURVEY OF WINDCHASE, GIVIANPOUR'S ADDITION TO MEADOW BROOK, AS RECORDED IN MAP BOOK 18 PAGE 55 A & B, 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 yet due and payable until October 1, 1995.
2. Building setback line of 30 feet reserved from Windchase Trace and Windchase Drive as shown by plat.
3. Public utility easements as shown by recorded plat, including 5 feet on the Southerly side of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Map Book 18 page 55 A & B and as Instrument No. 1994-13089 in Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 129 page 550 in Probate Office.
6. Encroachment of fence as shown in survey by Kenneth Weygand dated September 9, 1993.
7. Release of damages as set out in instrument recorded as Instrument #1994-13089.

Grantor shall not be liable for, and Grantee, hereby waives and releases Grantor, Its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the real property as a result of any past, present or future soil, surface and or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the real property or any property surrounding,

adjacent to or in close proximity with the real property which may be owned by Grantor.

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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, 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 GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, J.E. BISHOP HOMES, INC., by its PRESIDENT, JAMES E. BISHOP who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 21st day of April, 1995.

J.E. BISHOP HOMES, INC.  
By: *James E. Bishop*  
JAMES E. BISHOP, 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 JAMES E. BISHOP, whose name as PRESIDENT of J.E. BISHOP HOMES, 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 21 day of April, 1995.

*Robert S. Paul*  
Notary Public

My commission expires: 2/16/98

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SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00