

THIS INSTRUMENT PREPARED BY:
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203

SEND TAX NOTICE TO:
VICTOR L. HUTCHESON
1040 Hampton Place
Birmingham, Alabama 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THREE HUNDRED FOURTEEN THOUSAND AND NO/100-----
Dollars (\$314,000.00) to the undersigned
grantor or grantors in hand paid by the GRANTEES herein, the
receipt whereof is acknowledged, we, GREGORY A. JAMES and wife,
JENNIFER E. JAMES, (herein referred to as GRANTORS) do grant,
bargain, sell and convey unto VICTOR L. HUTCHESON AND PHYLLIS D.
HUTCHESON (herein referred
to as GRANTEES) as joint tenants, with right of survivorship, the
following described real estate situated in SHELBY County, Alabama,
to-wit:

Lot 1012, according to Brook Highland, an Eddleman
Community, 10th Sector, 2nd Phase, as recorded in Map
Book 18, Page 36 A & B, in the Probate Office of Shelby
County, Alabama; being situated in Shelby County,
Alabama.

SUBJECT TO:

1. All taxes due for the year 1996 and thereafter.
2. Protective Covenants for "Watershed Property" as set out
in Book 194, Page 54.
3. Easement for sanitary sewer lines and water lines as set
out in Instrument Number 1993-29505, along with deed and Bill
of Sale as set out in Instrument Number 1993-29504.
4. Declaration of Protective Covenants, Agreements,
Easements, Charges and Liens for Brook Highland, as set out in
instrument recorded in Real Volume 194, Page 254, along with
Articles of Incorporation of Brook Highland Homeowner's
Association, Inc., as recorded in Real 194, Page 281, and By-
Laws of Brook Highland Homeowner's Association, Inc., as
recorded in Real 194, Page 287, along with Supplemental
Protective Covenants being amended in Real 263, Page 604, and
supplemental Protective Covenants of Brook Highland, 10th
Sector, Second Phase, as recorded in Instrument Number 1994-
06901 and amended in Instrument Number 1994-32333.
5. Non-exclusive easement and agreement as set out in Book
194, Page 20, and Book 194, Page 43.
6. Easement and agreement as set out in Book 194, Page 1, and
Book 194, Page 40.
7. Drainage agreement as set out in Book 125, Page 238.
8. Reciprocal easement agreement as set out in Book 125, Page
249, and Book 199, Page 18.
9. Title to all minerals within and underlying the premises,
together with all mining rights and other rights, privileges
and immunities relating thereto, together with any release of
liability for injury or damage to persons or property as a
result of the exercise of such rights as recorded in Deed Book
32, Page 48; and Deed Book 121, Page 294.
10. Terms, agreements and right of way to Alabama Power
Company, as recorded in Book 181, Page 995.
11. Notice is hereby given that the recorded subdivision map,
as recorded in Map Book 18, Page 36 A & B, contains on the
face of same a statement pertaining to natural lime sinks. No
liability is assumed hereunder for same.
12. Easements and building line as shown on recorded map.
13. Restrictions as shown on recorded map.
14. Release of damages in Instrument Number 1994-14026, and
Instrument Number 1994-14030.

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 118.00

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Inst # 1996-21770

\$ 207,000.00 of the total consideration 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 it is 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day of June, 1996.


GREGORY A. JAMES


JENNIFER E. JAMES

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GREGORY A. JAMES and wife, JENNIFER E. JAMES, 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 21st day of June, 1996.


NOTARY PUBLIC

My Commission Expires: 9/3/97

(SEAL)

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