

This instrument was prepared by

Send Tax Notice To: DAVID R. THRASHER

(Name) GENE W. GRAY, JR.

name

7008 INDIAN RIDGE DRIVE

address

(Address) 2100 SOUTHBRIDGE PARKWAY, #638
BIRMINGHAM, ALABAMA 35209

PELHAM, ALABAMA 35124

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

Jefferson COUNTY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED EIGHTY NINE THOUSAND AND NO/100-----
----- DOLLARS (\$289,000.00)
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
ROBERT L. CLARK AND WIFE, JANICE E. CLARK

(herein referred to as grantors) do grant, bargain, sell and convey unto DAVID R. THRASHER AND WIFE, DANA L. THRASHER

(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 7, ACCORDING TO THE SURVEY OF INDIAN HIGHLANDS ESTATES, AS RECORDED IN MAP
BOOK 13 PAGE 69 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THE PROPERTY CONVEYED HEREIN IS SUBJECT TO THE EXCEPTIONS AS DESCRIBED IN
EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

\$231,200.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE
LOAN.

Inst # 1997-39275

12/03/1997-39275
09:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 69.00

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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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 hand(s) and seal(s), this 14th
day of November, 19 97.

(Seal)

ROBERT L. CLARK

(Seal)

(Seal)

JANICE E. CLARK

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, GENE W. GRAY, JR., a Notary Public in and for said County, in said State, hereby certify that
ROBERT L. CLARK AND WIFE, JANICE E. CLARK
whose name(s) 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 14th day of November, A.D., 19 97

GENE W. GRAY, JR.

Notary Public

EXHIBIT "A"

General and special taxes or assessments for 1998 and subsequent years not yet due and payable.

Building setback line of 40 feet reserved from Indian Ridge Drive as shown by plat.

Easements as shown by recorded plat.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 237 page 595 in Probate Office.

Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Deed Book 101 page 525 and Deed Book 175 page 298 in Probate Office.

Easement(s) to City of Pelham as shown by instrument recorded in Real 147 page 941 in Probate Office.

Easement(s) to Alabama Power Company as shown by instrument recorded in Real 148 page 921 in Probate Office.

Agreement with Alabama Power company as to underground cables recorded in Real 236 page 973 and Real 298 page 906 and covenants pertaining thereto recorded in real 298 page 899 in Probate Office.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 13 page 69 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Restrictions, limitations and conditions as set out in Map Book 13 page 69.



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