

(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

JAMES R. ESDALE, SR.
1005 EAGLE CREST CIRCLE
BIRMINGHAM, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of **T** HUNDRED SEVENTY THOUSAND and 00/100 (\$270,000.00) DOLLARS to the undersigned grantor, **HOLSOMBECK BUILDERS, INC.** in hand paid by the **GRANTEES** herein, the receipt of which is hereby acknowledged, the said **GRANTOR**, does by these presents, grant, bargain, sell and convey unto **JAMES R. ESDALE, SR. and STELLA ESDALE, HUSBAND AND WIFE**, (herein referred to as **GRANTEES**, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **SHELBY County, Alabama**, to-wit:

LOT 906, ACCORDING TO THE SURVEY OF EAGLE POINT, 9TH SECTOR, AS RECORDED IN MAP BOOK 22 PAGE 102 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 1998 which constitutes a lien but are not yet due and payable until October 1, 1997.
2. Building setback line of 25 feet reserved from Eagle Crest Circle as shown by plat.
3. Easements as shown by recorded plat, including a 20 foot drainage easement running through the center of lot and 10 feet running along the Southwesterly and Westerly sides of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Deed 206 page 448 and Inst. #1997-19270 in Probate Office.
5. Easement(s) to South Central Bell as shown by instrument(s) recorded in Deed 336 page 224 and Deed Book 337 page 245 in Probate Office.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 290 page 842 and Deed Book 343 page 561 in Probate Office.
7. Use Easement to The Peggy P. Scotch Charitable Remainder Unitrust to Joe and Wayne Scotch dated April 29, 1994 and reaffirmed December 12, 1994, and recorded in Inst. #1994-36373 in Probate Office.
8. Release of damages as set out in instrument recorded in Inst. #1996-26590 and Inst. #1993-24184 in Probate Office.

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9. Reservation of easement rights and rights of ways and the rights of others to the use thereof reserved in Inst. #1996-01572, Deed Book 290 page 842, Deed Book 343 page 561, Inst. #1996-26590 and Real 223 page 688 in Probate Office.
10. Covenants 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 22 page 102 in Probate Office.
11. Restrictions, limitations and conditions as set out in Map Book 22 page 102.

\$229,500.00 of the consideration herein was derived from a mortgage 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 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, HOLSOMBECK BUILDERS, INC., by its PRESIDENT, STAN HOLSOMBECK who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 23rd day of February, 1998.

HOLSOMBECK BUILDERS, INC.

By: Stan Holsombeck
STAN HOLSOMBECK, 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 STAN HOLSOMBECK, whose name as PRESIDENT of HOLSOMBECK BUILDERS, 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 23rd day of February, 1998.

Stan Holsombeck
Notary Public

My commission expires: 7/16/98

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