

3612

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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Attorneys at Law
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Birmingham, Alabama 35244

SEND TAX NOTICE

JOHN DENOON POWELL
108 CANTER WAY
ALABASTER, AL 350

STATE OF ALABAMA)

COUNTY OF SHELBY)

Inst # 1998-18431

05/20/1998-18431
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11:50
002 103

Inst # 1998-18431

WARRANTY DEED

Know All Men by These Presents: That in consideration of FIVE HUNDRED and 00/100 (\$500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt of which is acknowledged, we, JOHN DENOON POWELL and JOYCE M. PUNCH-POWELL, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JOHN DENOON POWELL and JOYCE M. PUNCH-POWELL, HUSBAND AND WIFE, (herein referred to as GRANTEEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

UNIT 30, IN THE SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN INSTRUMENT 1995-17533 AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC. AS RECORDED IN INSTRUMENT 1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED 1/174 INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM AS RECORDED IN MAP BOOK 20, PAGE 20 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 1997 which constitutes a lien but are not yet due and payable until October 1, 1998.
2. Building setback line of 30 feet reserved from Canter Way as shown by plat.
3. Easements as shown by recorded plat, including 10 feet along the Southerly and Southwesterly sides and 20 feet along the Easterly side of lot.
4. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35/8/1 et seq. Code of Alabama 1975, and the "Alabama Uniform Condominium Act of 1991", Chapter 8a, Section 35-8a-101 et seq, Code of Alabama, 1975; and set forth in the Declaration of Condominium, and the other applicable and related documents creating and regulating the subject condominium and its use.
5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 343 page 920 in Probate Office.

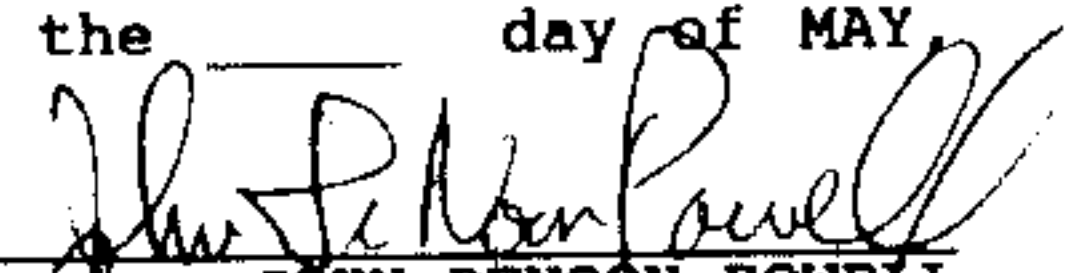
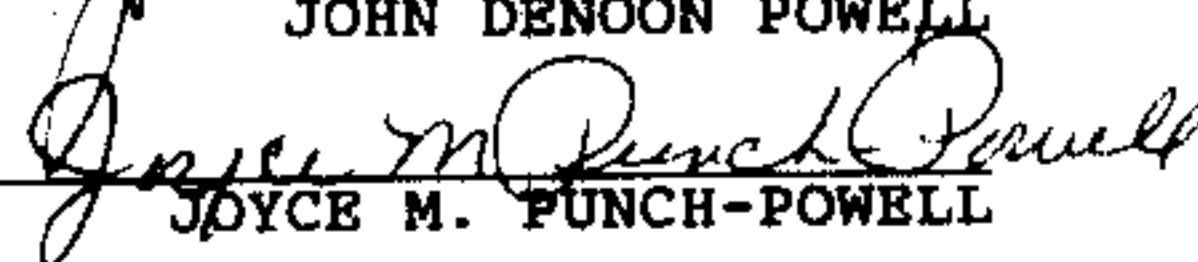
6. Agreement with Alabama Power Company as to underground cables recorded in Real 28 page 765 and covenants pertaining thereto recorded in Deed in Probate Office.
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60 page 109 in Probate Office.
8. Rights of owners of property adjoining in and to the joint or common rights in building situated on said lots, such rights include but are not limited to roof, foundation, party walls, walkway and entrance.
9. Restrictions, limitations and conditions as set out in Map Book 20 page 20 A & B.
10. Declaration of Condominium as recorded in Inst. #1995-17533 and Articles of Incorporation of Saddle Creek Lake Farms Association, Inc., as recorded in Inst. #1995-17530 in the Probate Office of Shelby County, Alabama together with an undivided 1/174 interest in the common elements of Saddle Lake Farm Condominium as set out in the said Declaration of Condominium, said Unit being more particularly described in the floor plans and Architectural drawings of Saddle Lake Farms Condominium as recorded in Map Book 20 page 20 A & B in the Probate Office.

\$197,680.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, his, her or their heirs and assigns, forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, JOHN DENOON POWELL and JOYCE M. PUNCH-POWELL, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the _____ day of MAY, 1998.



JOHN DENOON POWELL

JOYCE M. PUNCH-POWELL

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN DENOON POWELL and JOYCE M. PUNCH-POWELL, HUSBAND AND WIFE, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 17 day of MAY, 1998.


Notary Public
P. 6 City, St of Md

MY COMMISSION EXPIRES: 2-1-2002

05/20/1998-18431
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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