

This instrument was prepared by:

Grantee(s) address:  
123 Old Lokey Ferry Road  
Wilsonville, AL 35186

Conwill & Justice  
P.O. Box 557 Columbiana, Alabama 35051

\$500

Inst # 1998-20164

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**

**SHELBY COUNTY**      **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of One and no/100 DOLLARS (\$1.00) to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, Martin Muller, a single man, (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto David A. Kovakas and Dorothea H. Kovakas (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

A non-exclusive easement for ingress, egress, and utilities 60 feet wide over a 60-foot roadway known as Country Manor Drive lying South of Lot 2, according to the survey of Martin M. Muller Property, as recorded in Map Book 8, page 112, in the Probate Office of Shelby County, Alabama.

Said road is a private road and is not dedicated as a public highway or street. The easement created is a perpetual easement appurtenant to and for the benefit of the adjoining land and Grantees hereby agree that they will be bound by the terms hereof. Grantees will be required to and agree repair and maintain the road by contributing their proportionate share of the total cost thereof in order to maintain accessibility to all acres bordering said private road. Grantees' proportionate share shall be prorated according to the number of acres they have in proportion to the total number of acreages served by said road. This covenant to repair shall run with the land, and the cost of maintenance and repair of said road shall be a charge on the land in whosoever hands it shall be at the time of such maintenance or repair.

Grantees acknowledge and agree that Grantor has the right to extend the end of such road to serve additional land presently owned by Grantor.

06/02/1998-20164  
11:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.50

*211/3.50/ Davis Plaza*

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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, I have hereunto set my hand and seal, on this the 5-11-98 day of May, 1998.

Martin Muller  
Martin Muller

STATE OF ALABAMA

COUNTY OF Jefferson

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martin Muller, a single man, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of May, 1998.

Harriet O. Bischoff  
Notary Public

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