

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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PADEN & PADEN
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100 Concourse Parkway, Suite 130
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SEND TAX NOTICE TO:

DAVID J. MACHADO
181 GRANDE VIEW LANE
ALABASTER, AL 35007

#1998-30489

08/10/1998-30489
10:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
002 MEL

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED EIGHTY THREE THOUSAND NINE HUNDRED and 00/100 (\$183,900.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, KEVIN M. WESLEY and CHRISTI L. WESLEY, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto DAVID J. MACHADO and LISA T. MACHADO, 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 13, ACCORDING TO THE SURVEY OF GRANDE VIEW ESTATES, GIVIANPOUR ADDITION, TO ALABASTER, 2ND ADDITION, AS RECORDED IN MAP BOOK 20 PAGE 66 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 Grande View Lane as shown by plat.
3. Easements as shown by recorded plat, including 10 feet along the Southerly side and 20 feet along the Southwesterly side of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1995-5892; Instrument #1995-28543; Inst. #1995-28544; Inst. #1996-339 and Inst. #1996-26258 in Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 139 page 170 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 Book 13 page 385 and Deed Book 325 page 546 in Probate Office.
7. 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

20 page 66 in Probate Office.

8. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1995-32853 in the Probate Office.
9. Restrictions, limitations and conditions as set out in Map Book 20 page 66.

\$147,100.00 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 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, KEVIN M. WESLEY and CHRISTI L. WESLEY, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 24th day of July, 1998.


KEVIN M. WESLEY


CHRISTI L. WESLEY

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that KEVIN M. WESLEY and CHRISTI L. WESLEY, 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 24th day of July, 1998.


Notary Public

My commission expires: 8/22/2000

08/10/1998-30489
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