

4053

Inst # 1998-39607

(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

MATTHEW D. MADISON  
7539 SPENCER LANE  
HELENA, AL 35080

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of EIGHTY FOUR THOUSAND FOUR HUNDRED and 00/100 (\$84,400.00) DOLLARS to the undersigned grantor, ROYAL CONSTRUCTION & DEVELOPMENT CO., INC. in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto MATTHEW D. MADISON and JANET LORRAINE MADISON, HUSBAND AND WIFE, (herein referred to as GRANTEEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 20-A, ACCORDING TO A RESURVEY OF LOTS 7-26, WYNDHAM TOWNHOMES, AS RECORDED IN MAP BOOK 24, PAGE 15, 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, 1999.
2. 20 foot building lines as shown by recorded map.
3. 10 foot easement on rear as shown by recorded map.
4. Restrictions as shown by recorded map.
5. Easement to Alabama Power Company recorded in Real 1, page 332 in the Probate Office.
6. Easement to public for driving purposes recorded in Deed Book 311, page 153 in the Probate Office of Shelby County, Alabama.
7. Right of way to Shelby County, Alabama recorded in Deed Book 154, page 384 in the Probate Office of Shelby County, Alabama.
8. Easement to Town of Helena recorded in Deed Book 305, page 394, Deed Book 305, page 396, Deed Book 305, page 398, Deed Book 305, page 400 and Deed Book 305, page 402 in the Probate Office of Shelby County, Alabama.
9. Easement to Plantation Pipeline recorded in Deed Book 258, page 49, Deed Book 113, page 61 supplemented by Deed Book 258, page 49, Deed Book 180, page 192 and Deed Book 258, page 47 in the Probate Office of Shelby County, Alabama.
10. Easement to Southern Natural Gas, recorded in Deed Book 83, page 551, Deed Book 146, page 301, Deed Book 147, page 579 and Deed Book 213, page 155 in the Probate Office of Shelby County, Alabama.
11. Mineral and mining rights and rights incident thereto recorded in Deed Book 324, page 362 in the Probate Office of Shelby County, Alabama.

10/09/1998-39607  
10:41 AM  
SHELBY COUNTY JUDGE OF PROBATE  
12:00  
DOE REL  
CERTIFIED

12. Declaration of Protective Covenants recorded in Instrument #1997-21510 in the Probate Office of Shelby County, Alabama.
13. NOTE: Declaration of Protective Covenants recorded in Instrument #1997-21510 shows the following reservation:  
Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".

\$84,356.00 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, ROYAL CONSTRUCTION & DEVELOPMENT CO., INC., AN ALABAMA CORPORATION, by its PRESIDENT, NATHAN E. GILBERT who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 28th day of September, 1998.

ROYAL CONSTRUCTION & DEVELOPMENT CO., INC.

By: Nathan E. Gilbert  
NATHAN E. GILBERT, 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 NATHAN E. GILBERT, whose name as PRESIDENT of ROYAL CONSTRUCTION & DEVELOPMENT CO., 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 28 day of September, 1998.

[Signature]  
Notary Public

Inst # 1998-39607

My commission expires: 7/16/98

10/09/1998-39607  
10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 REL 12.00