

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

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CLAYTON T. GRIGSBY
7420 WYNDHAM PARKWAY
HELENA, AL 35080

Inst. # 1999-02715

STATE OF ALABAMA)

01/20/1999-02715

COUNTY OF SHELBY)

01:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of NINETY FIVE THOUSAND NINE HUNDRED and 00/100 (\$95,900.00) DOLLARS to the undersigned grantor, JOE ROSE HOMEBUILDERS, 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 CLAYTON T. GRIGSBY and KERISSA GRIGSBY, 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 222, ACCORDING TO THE SURVEY OF WYNDHAM, WILKERSON SECTOR, PHASE II, AS RECORDED IN MAP BOOK 23, PAGE 117, 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. TERMS, PROVISIONS, OPTIONS, RIGHTS OF FIRST REFUSAL, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT #1997-00094, AND INSTRUMENT #1997-27775 IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.
3. EASEMENT TO PLANTATION PIPELINE AS SHOWN IN DEED BOOK 180, PAGE 192; DEED BOOK 285, PAGE 47; DEED BOOK 113, PAGE 61, ALL IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.
4. RIGHT OF WAY TO SHELBY COUNTY AS RECORDED IN DEED BOOK 154, PAGE 384, IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.
5. 20 FOOT BUILDING SETBACK LINE FROM WYNWOOD LANE AND 5 FOOT UTILITY EASEMENT OVER NORTH PROPERTY LINE AS SHOWN ON RECORDED SURVEY OF WYNDHAM, SECOND ADDITION OF WILKERSON SECTOR, AS RECORDED IN MAP BOOK 23, PAGE 117, IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.
6. 10 FOOT EASEMENT ON REAR, AS SHOWN ON RECORDED MAP BOOK 23, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
7. SINK HOLE ON PHONE AREA RECORDED IN INSTRUMENT #1998-7622, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
8. DECLARATION OF PROTECTIVE COVENANTS AS RECORDED IN INSTRUMENT #1998-7622. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
9. EASEMENT RECORDED IN DEED BOOK 311, PAGE 153, IN THE PROBATE

OFFICE OF SHELBY COUNTY, ALABAMA.

10. RIGHT OF INGRESS AND EGRESS AS RECORDED IN REAL VOLUME 192, PAGE 743; REAL VOLUME 250, PAGE 892; REAL VOLUME 250, PAGE 894; AND REAL VOLUME 251, PAGE 602, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
11. EASEMENT TO SOUTHERN NATURAL GAS, RECORDED IN DEED BOOK 88, 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.
12. EASEMENT FOR ALABAMA POWER COMPANY RECORDED IN REAL VOLUME 142, PAGE 221; REAL VOLUME 183, PAGE 230; REAL VOLUME 230, PAGE 774; AND REAL VOLUME 1, PAGE 332, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$93,023.00 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, JOE ROSE HOMEBUILDERS, INC., by its PRESIDENT, JOE ROSE who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 15th day of January, 1999.

JOE ROSE HOMEBUILDERS, INC.
By: *Joe Rose*
JOE ROSE, 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 JOE ROSE, whose name as PRESIDENT of JOE ROSE HOMEBUILDERS, 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 15TH day of JANUARY, 1999.

Robert S. Red
Notary Public

Inst. # 1999-02715

My commission expires: 7/11/02

01/20/1999-02715
01:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 CRW 14.00