

R9906-3430

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

R9906-3430

This Instrument was
prepared by:

TURNER, NORTON & JERNIGAN, L.L.C.
Attorneys At Law
2340 Woodcrest Place
Suite 150
Birmingham, Alabama 35209

SEND TAX NOTICE TO:

JON P. STRENGTH
JASMINE HILL ROAD
PELHAM, AL 35124

Inst # 1999-27754

07/02/1999-27754
09:11 AM CERTIFIED
SHELBY COUNTY CLERK

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 EIGHT THOUSAND DOLLARS and 00/100 (\$108,000.00) DOLLARS** to the undersigned grantor, **PARKVIEW FOREST PRODUCTS, INC., A CORPORATION** in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **JON P. STRENGTH and SANDRA L. STRENGTH, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 1998, which constitutes a lien, but are not yet due and payable until October 1, 1999.
2. Right of Way to South Central Bell Telephone Company as recorded in Deed Book 66, Page 489.
3. Thirty foot easement as recorded in Real volume 107, Page 424.
4. Fifty foot transmission line easement to Alabama Power Company as shown on recorded plat.
5. Existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.
6. Property may not be subdivided.
7. No garage may open in front of the house.
8. No television antenna or communication dish may be located in front of the house.
9. Any house built on the property must contain a minimum of 3500 square feet of heated and air conditioned living space.

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, PARKVIEW FOREST PRODUCTS, INC., A CORPORATION, by its PRESIDENT, STEWART R. DUDLEY who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 10th day of June, 1999.

PARKVIEW FOREST PRODUCTS, INC.
By: 
STEWART R. DUDLEY

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that STEWART R. DUDLEY, whose name as PRESIDENT of PARKVIEW FOREST PRODUCTS, 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 10th day of June, 1999.


Notary Public

My commission expires: 05/03/2002

★ \$426,900.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

EXHIBIT "A"

DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 WEST (3" CAPPED PIPE); THENCE RUN EASTERLY ALONG THE NORTHERLY LINE THEREOF FOR A DISTANCE OF 840.21 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 87 DEGREES 44 MINUTES 20 SECONDS, LEAVING SAID SECTION LINE AND TRAVELING SOUTHERLY FOR A DISTANCE OF 2,202.25 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 34 DEGREES 21 MINUTES 20 SECONDS AND RUN SOUTHEASTERLY A DISTANCE OF 386.91 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 10 DEGREES 14 MINUTES 00 SECONDS AND RUN SOUTHERLY FOR A DISTANCE OF 162.28 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 81 DEGREES 34 MINUTES 00 SECONDS AND RUN SOUTHWESTERLY FOR A DISTANCE OF 251.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 264.83 FEET TO A POINT ON THE CENTERLINE OF JASMINE HILL ROAD (PRIVATE ROAD); THENCE TURN AN ANGLE TO THE LEFT OF 83 DEGREES 22 MINUTES 38 SECONDS AND RUN SOUTHEASTERLY ALONG SAID CENTERLINE FOR A DISTANCE OF 459.55 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 96 DEGREES 48 MINUTES 00 SECONDS AND RUN NORTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY 119 (80.00' RIGHT OF WAY) FOR A DISTANCE OF 292.03 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 81 DEGREES 36 MINUTES 20 SECONDS AND RUN NORTHERLY FOR A DISTANCE OF 460.41 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.70 ACRES.

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09:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 14.50