

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
Gary Dowling  
Patricia Dowling

1000 Eagle Crest Circle  
Birmingham AL 35124

1999-28610

07/08/1999-28610  
09:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MS 11.50

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

THE STATE OF ALABAMA )  
COUNTY OF SHELBY ) : KNOW ALL MEN BY THESE PRESENTS:

' That in consideration of Twenty-One Thousand One Hundred Thirty-Nine and 80/100, (\$21,139.80), DOLLARS, in hand paid to the undersigned, American Homes & Land Corporation, a corporation, (hereinafter referred to as "GRANTOR"), by Gary Dowling and Patricia Dowling, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEEES the following described real estate, located and situated in Shelby Alabama, to wit:

Lot 54, according to the map and survey of Wyndham Cottages, Phase I, as recorded in Map Book 25, Page 14 in the Office of the Judge of Probate of Shelby County, Alabama.

**SUBJECT TO:**

1. Ad valorem taxes for the current year, 1999.
2. Easement to Alabama Power Company as recorded in Real Book 1, Page 132.
3. Easement to public road as recorded in Deed Book 311, Page 153.
4. Restrictions, public utility easements, and setback lines as shown on recorded map of said subdivision.
5. Reservation of mineral and mining rights in the instrument recorded in Deed Book 324, Page 362, together with the appurtenant rights to use the surface.
6. Easement to Town of Helena as 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.
7. Right of way to Shelby County as recorded in Deed Book 154, Page 284.
8. Easement to Plantation Pipeline as recorded in Deed Book 258, Page 49; Deed Book 113, Page 61; Deed Book 180, Page 192 and Deed Book 258, Page 47.
9. Easement to Southern Natural Gas as recorded in Deed Book 88, Page 551; Deed Book 148, Page 301; Deed Book 147, Page 579 and

Deed Book 213, Page 155.

10. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument # 1999-21062.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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 said GRANTEES, their heirs and assigns, that 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, that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out herein above.


IN WITNESS WHEREOF, the said GRANTOR, by its President, whose name is Gary W. Thomas, who is authorized to execute this conveyance, has hereto set his signature and seal, this 29th day of June, 1999.

IN WITNESS WHEREOF, we, the GRANTEES, have hereunto set our hands and seals, this 29th day of June, 1999.

American Homes & Land Corporation

  
BY: Gary W. Thomas (SEAL)  
ITS: President  
GRANTOR

  
Gary Dowling (SEAL)  
GRANTEE

  
Patricia Dowling (SEAL)  
GRANTEE

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gary W. Thomas whose name as President of American Homes & Land Corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of June, 1999.

Patricia Dowling  
NOTARY PUBLIC  
My commission expires: 5/2003

THE STATE OF ALABAMA ) ALABAMA  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gary Dowling and spouse, Patricia Dowling, whose names are signed to the foregoing conveyance as GRANTEES, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of June, 1999.

Patricia Dowling  
NOTARY PUBLIC  
My commission expires: 5/2003