

This instrument was prepared by

Send Tax Notice To: JOSEPH W. FLEMING

(Name) GENE W. GRAY, JR.

name

6181 EAGLE POINT CIRCLE

address

(Address) 2100 SOUTHBIDGE PARKWAY, #638, BIRMINGHAM, ALABAMA 35242 BIRMINGHAM, ALABAMA 35242

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of TWO HUNDRED EIGHTY THOUSAND SEVEN HUNDRED SEVENTY FIVE AND NO/100-----DOLLARS (\$280,775.00)

to the undersigned grantor, J.E. PATE DEVELOPMENT COMPANY

a corporation,

(herein referred to as GRANTOR), 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 JOSEPH W. FLEMING

AND DARLENE FLEMING

(herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in SHELBY COUNTY, ALABAMA to-wit:

LOT 837, ACCORDING TO THE SURVEY OF EAGLE POINT, 8TH SECTOR, PHASE I, AS RECORDED IN MAP BOOK 24, PAGE 127 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THE PROPERTY CONVEYED HEREIN IS SUBJECT TO THE EXCEPTIONS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

\$224,000.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

Inst # 1999-37582

09/08/1999-37582  
08:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE HHS 68.00

TO HAVE AND TO HOLD, To the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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 GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its PRESIDENT, JACKIE E. PATE who is authorized to execute this conveyance, has hereto set its signature and seal, this the 31st day of August 1999

J.E. PATE DEVELOPMENT COMPANY

ATTEST:

By Jackie E. Pate  
JACKIE E. PATE, PRESIDENT

STATE OF ALABAMA  
COUNTY OF Jefferson

I, GENE W. GRAY, JR.

a Notary Public in and for said County in said

State, hereby certify that JACKIE E. PATE whose name as PRESIDENT of J.E. PATE DEVELOPMENT COMPANY

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 the 31st day of August 1999

GENE W. GRAY, JR.

Notary Public

**EXHIBIT "A"**

Advalorem taxes for the year 2000 and thereafter. Developer to be responsible for the payment of the 1999 advalorem taxes on the acreage tract.

Building setback line of 30 feet reserved from Eagle Point Circle as shown by plat.

Easements as shown by recorded plat, including an irregular easement within building setback lines of lot.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Deed 206 Page 448 and Inst. # 1998-49271 in Probate Office.

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 111 Page 408 and Deed 149 Page 380 and Deed 109 Page 70 in Probate Office.

Easement(s) as shown by instrument recorded in Inst. # 1994-20416 in Probate Office.

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 331 Page 262 and Deed 81 Page 417 in Probate Office.

Release(s) of damages as set out in instrument(s) recorded in Inst. # 1996-26590 in Probate Office.

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 24 Page 127 A & B and Inst. No. 1999-8829 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Restrictions, limitations and conditions as set out in Map Book 24 Page 127 A & B.

Rights of others to use in and to Easements and Right(s)-of-Way(s) as set out by instrument(s) recorded in Deed 290 Page 842 in Probate Office.

Reservation of Right of Way as set out in Inst. # 1996-26590 in Probate Office.

Rights of others in and to use easements and right of way as set out in Deed 290 Page 848 in Probate Office.

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