

This instrument was prepared by

Send Tax Notice To: DAVID E. LONG

(Name) GENE W. GRAY, JR.

name

1109 LAKE POINT COURT

address

(Address) 2100 SOUTHBRIDGE PARKWAY, #638
BIRMINGHAM, ALABAMA 35209

BIRMINGHAM, ALABAMA 35209

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, KYLE RAY BEALL AND WIFE, MARCEE NICHELLE BEALL

(herein referred to as grantors) do grant, bargain, sell and convey unto DAVID E. LONG AND WIFE, CARLA D. LONG

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in

SHELBY

County, Alabama to-wit:

LOT 2020 ACCORDING TO THE SURVEY OF LAKE POINT ESTATES 1ST ADDITION AS RECORDED IN MAP BOOK 17, PAGE 14 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO THOSE ITEMS SET OUT ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

Inst # 2000-03436

02/03/2000-03436
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HRS 291.00

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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that I (we) have a good right to sell and convey the same as aforesaid, that I (we) will and my (our) heirs, executors, and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 31st day of January, 2000.

Kyle Ray Beall (Seal)
KYLE RAY BEALL AS ATTORNEY IN FACT
FOR MARCEE NICHELLE BEALL (Seal)

Kyle Ray Beall (Seal)
KYLE RAY BEALL
Marcee Nichelle Beall (Seal)
MARCEE NICHELLE BEALL (Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, GENE W. GRAY, JR., a Notary Public in and for said County, in said State, hereby certify that KYLE RAY BEALL 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2000 AD.

Gene W. Gray, Jr.
Notary Public

Inst. # 2000-03436

02/03/2000-03436
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KYLE RAY BEALL whose name as Attorney in Fact for MARCEE NICHELLE BEALL under that certain Durable Power of Attorney recorded on 2/3/2000 in 2000-3435 in the Probate Office of SHELBY County, Alabama, is signed to the foregoing instrument and is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Attorney in Fact, executed the same voluntarily for and as the act of MARCEE NICHELLE BEALL on the day the same bears date.

Given under my hand and official seal this 31ST day of JANUARY, 2000.


Notary Public
Print Name: GENE N. GRAY, JR.
Commission Expires: 11/09/02

EXHIBIT "A"

SUBJECT TO:

Advalorem taxes for the year 2000 and thereafter.

Easement of varying width along Northeasterly lot line as shown on recorded map.

25 foot building restriction line from Lake Point Court and from Lake Point Drive as shown on recorded map.

Notes and restrictions as set out on recorded map.

Covenants, conditions, restrictions, limitations, easements and liens for assessments set forth in instrument recorded under Instrument Number 1994 07459 and under Instrument Number 1994 07459.

Release of damages recorded under Instrument Number 1994 07459.

Covenants, conditions, restrictions, limitations, easements and liens for assessments set forth in instrument recorded in Misc. Book 14, Page 536 and Amended in Misc. Book 17, Page 550.

Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Lake Point Estates, recorded in Book 190, Page 35.

Title to all minerals within and underlying the premises, together with all mineral rights and other rights, privileges, immunities and release of damages relating thereto as recorded in Deed Book 127, Page 140.

Riparian and other rights created by the fact that the subject property fronts on lake.

Certificate of Compliance as recorded in Misc. Volume 34, Page 549.