

Inst # 2001-23204

06/07/2001-23204
09:54 AM CERTIFIED

WARRANTY DEED, JOE L. MURPHY DE WIFE
REMAINDER TO SURVIVOR 17.50

STATE OF ALABAMA,
COUNTY OF SHELBY.

KNOW ALL MEN BY
THESE PRESENTS:

THIS DEED is made this the ____ day of May, 2001, by JANIS H. COMBEST, a married woman, and JACQUELYN HARDING LIDDLE, an unmarried woman, hereinafter called the "GRANTORS," being the sole devisees under the Last Will and Testament of their late father, Jack T. Harding, who died in 1985, and was survived by only the said "Grantors" herein (their only other sibling, to-wit, a brother, James G. Harding, having predeceased their father,) in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to them in hand paid by JANIS H. COMBEST and her daughter, JENNY A. McDANIEL, hereinafter called the "GRANTEES," the receipt of which is hereby acknowledged.

The GRANTORS do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantees, 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, SUBJECT TO the LIMITATIONS and EXCEPTIONS hereinafter set forth, the following described real property situated in SHELBY COUNTY, ALABAMA, to-wit:

In SECTION 12, TOWNSHIP 24 NORTH, RANGE 15 EAST:

The following nine (9) lots, according to the official survey and map of "PINE GROVE CAMP," situated and being in the SE 1/4 of the SE 1/4 of said Section 12, as shown by said map on file in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

In BLOCK NUMBER 2: Lots 1, 2, 3 and 4;
In BLOCK NUMBER 3: Lots 7 and 13,
and also Lots 9 and 10; and,
In BLOCK NUMBER 8: Lot 6.

~~The above-described lands constitute no part whatsoever of the homestead of either the Grantors herein.~~

The above described land is SUBJECT TO the following LIMITATIONS and EXCEPTIONS, to-wit:

1. Ad valorem taxes and assessments for the current year and future years.
2. Any applicable zoning ordinances and other governmental regulations.
3. Easements; rights-of-way; reservations; exceptions; agreements; restrictions; setback lines; coal, oil, gas and other mineral leases; access rights; and all other matters of record including but not limited to those exceptions specifically set forth below.

4. Encroachments, overlaps, boundary line disputes, over-hangs, unrecorded easements, deficiency in quantity of ground, or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.

5. An EXCEPTION from this conveyance and the warranty of this conveyance of the title to that interest in the oil, gas, hydrocarbons and minerals and mineral rights of whatsoever nature or kind, which are located in, on, under, or which may be produced from, the above-described real property, which are owned by parties other than Grantors.

6. The property conveyed herein is ALSO subject to an EXCEPTION for those "water rights" heretofore conveyed to the Alabama Power Company by virtue of a certain Deed which is of record in Deed Book 52, at Page 176, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD the same 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 Grantee does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common, subject to any existing mineral leases, and to any roadways, highways, rights-of-way or easements for utilities or otherwise, whether recorded or not, and whether visible on the ground or not, and any encroachments of any nature or kind.

And the said Grantors, for themselves and their heirs and assigns, covenant with the said Grantees that the property conveyed hereby is free from all encumbrances save and except for the foregoing matters, that they have good right to sell and convey the same as aforesaid, and that they will forever warrant and defend the same unto the said Grantees and their heirs and assigns, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantors of the property described herein have signed and sealed this Deed, on the date above written.


JANIS H. COMBEST


JACQUELYN HARDING LIDDLE

STATE OF MISSISSIPPI,
COUNTY OF LAUDERDALE.

I, Karen B. Coward, a Notary Public in and for said County and State, do hereby certify that JANIS H. COMBEST and JACQUELYN HARDING LIDDLE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of May, 2001.

Karen B. Coward
NOTARY PUBLIC

(SEAL)

My Commission Expires MY COMMISSION EXPIRES ON APRIL 17, 2003

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Address of Grantees:

c/o Mrs. Jenny A. McDaniel
12360 Schamberville Lane
Collinsville, MS 39325

Endorsement as required by Alabama law:

This Instrument Prepared By:
JAMES D. EVANS, Attorney at Law
210 West Smith Street
Butler, Alabama 36904

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SHELBY COUNTY JUDGE OF PROBATE
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