

6194

This Instrument Was Prepared By:
Paden & Paden, Esq.
#5 Riverchase Ridge, Suite 100
Birmingham, AL 35244

\$175,000.00

STATE OF ALABAMA

STATUTORY CORPORATION LIMITED WARRANTY DEED

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of Ten and no/100 (\$10.00) Dollars to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, Auto-Owners Insurance Company, A Michigan Corporation, authorized to transact business in the State of Alabama (hereinafter referred to as GRANTOR), does hereby grant, bargain, sell and convey unto John M. Allen, (hereinafter referred to as 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, the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

Lot 12 according to the Survey of Windstone as recorded in Map Book 25, Page 2, Shelby County, Alabama Records.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Shelby County, Alabama, and further subject to the exceptions provided herein.

\$157,500.00 was paid from a first mortgage recorded herewith.

Send Tax Notice to:

312 Windstone Lane

Chelsea, Alabama 35043

Together with all and singular the tenaments, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

08/17/2001-35020
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 37.50

Inst # 2001-35020


And Grantor does for itself and Grantor's successors and assigns covenants that GRANTOR has done nothing to impair such title as GRANTOR received, and GRANTOR will warrant and defend that title against the lawful claims of all persons claiming by, under or through, GRANTOR, but against no other claims, or persons, subject to the following: All building and use restrictions; Zoning, building and housing restrictions and ordinances and state and federal regulations relating to the use of the Property and/or improvements; Any restrictions relating to the use of any improvement of the Property; utility and drainage easements; All easements of record or readily observable on the Property; Any easements or encroachments identified or readily identified by a survey if GRANTEE had had an accurate, up-to-date, stake ALTA boundary survey performed; Any defects exception or exclusion from coverage specified in the title insurance commitment and final title insurance policy; Legal highways and streets; All taxes and assessments which are a lien but not yet due and payable; Location of boundary lines; Unrecorded sewer, sanitation, and paving assessments; Easements created by usage or time or any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portions so created and riparian rights, if any; presence of unknown hazardous substances, underground tanks, oil or natural gas wells (plugged or unplugged), abandoned water wells, farming operations and/or private burial sites located on, or near, the Property; The Property, Improvements, fixtures, equipment and any personal property included in the sale in "AS IS" condition without any representation or warranty; Ad valorem taxes for the current year as prorated between the parties; Utility easements and unviolated restrictive covenants that do not

materially affect the value of the Property; GRANTEE complying with, indemnifying, holding harmless, and defending GRANTOR for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, and operation of smoke detectors, heat detectors, carbon monoxide detectors, and radon detectors on, or in, the Property and improvements; GRANTEE complying with, indemnifying, hold harmless, and defending GRANTOR for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, and operation of any pool and barriers around any pool; Any termite infestation and any damage to the Property and/or Improvements caused by wood-destroying organisms or fungi; any mold on the Property of Improvements; Any underground mines, sinkholes, drainage, limestone formations, soil conditions, or any other surface or subsurface conditions, whether known or unknown, that may exist or occur under or occur under or adjacent to the Property which may cause damage to persons, improvements, or structures; Any prior mineral reservations or conveyance, together with release of damages, of minerals of every kind and character, including but not limited to oil, gas, sand, and gravel in, on, and under the Property; Any applicable restrictive covenants, conditions and easements; Rights or Claims of parties in possession not shown in public records; Encroachments, overlaps, variations in area or measurements, boundary line disputes, roadways, and matters not of records, including lack of access, which would be disclosed by an accurate survey and inspection of the Property; Any EIFS (Exterior Insulating Finishing System) on the Property or improvements; 25 feet building setback on front of Property; 10 feet easement on rear of Property; Restrictions and covenants appearing of record in Instrument #2000-40161; Instrument #1998-51875 and Instrument #1998-16151, Shelby County Records; Right of Way granted to Alabama Power Company recorded in Deed Volume 236,

Page 158, Deed Volume 230, Page 832, Deed Volume 230, Page 834, Deed Volume 126, Page 67 and Deed Volume 216, Page 616, Shelby County Records; The Property, all improvements, all fixtures, all equipment and any personal property subject to and on an "AS IS:", "WHERE IS", and "WITH ALL FAULTS" basis, without any warranties, express or implied, arising by operation of law, including, without limitation, condition, habitability, merchantability, or fitness for a particular purpose, saving and excepting only the limited warranty herein.

IN WITNESS WHEREOF, the undersigned duly authorized officers of Auto-Owners Insurance Company, a Michigan Corporation, authorized to transact business in the State of Alabama, have set their hands and seals on this 2nd day of August 2001.

Auto-Owners Insurance Company, a
Michigan Corporation


G. L. Cornell, Sr. V.P. & Treasurer


S. R. Birn, Sr. V.P. & Associate General Counsel

STATE OF MICHIGAN
COUNTY OF EATON

I, the undersigned, a notary public in and for said county in said state, hereby certify that G. L. Cornell, Sr. V.P. & Treasurer AND S. R. Birn, Sr. V.P. & Associate General Counsel of Auto-Owners Insurance Company, A Michigan 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, as such duly authorized officer executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6TH day of August, 2001.


Notary Public

My Commission Expires:

Inst # 2001-35020

ERIKA J. HILL
Notary Public, Eaton County, MI
My Comm. Expires May 4, 2003

08/17/2001-35020
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 37.50