

This instrument was prepared by:  
 Michael J. Romeo, Attorney at Law  
 15 Office Park Circle, Suite 100  
 Birmingham, AL 35223

WHEN RECORDED RETURN TO  
 Edward B. Swanzly, Jr.  
 1516 King George Drive  
 Alabaster, Alabama 35007

Form 1-1-27 Rev 1-66  
**WARRANTY DEED**

**STATE OF ALABAMA**  
**JEFFERSON COUNTY**

\$ 101,650<sup>00</sup> of the purchase price  
 recited above was paid from  
 the proceeds of a mortgage  
 loan closed simultaneously herewith

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of **ONE HUNDRED SEVEN THOUSAND DOLLARS AND NO/100 (\$107,000.00)** and other good and valuable consideration the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I/we,

**Edward D. Swindle and Barbara D. Swindle, husband and wife,**

herein referred to as grantor, (whether one or more) grant, bargain, sell and convey unto

**Edward B. Swanzly, Jr.,**

herein referred to as grantee, (whether one or more), the following described real estate situated in Shelby County, Alabama to wit;

**Lot 20, according to the Survey of Kingwood, as recorded in Map Book 6, Page 40, in the Probate Office of Shelby County, Alabama.**

**Subject To:**

1. Ad Valorem Taxes due and payable October 1, 2002.
2. A 40 foot building line from King George Drive as shown by recorded plat
3. A 10 foot easement on the rear of subject property as shown by recorded plat
4. A 7.5 foot easement on the Southern property line as shown by recorded plat.
5. Transmission Line Permits to Alabama Power Company as recorded in Deed Book 292, Page 110 and Deed Book 292, Page 114, in said Probate Office.
6. Easements regarding underground cables recorded in Misc. Book 10, Page 635, in said Probate Office.
7. Agreement with Alabama Power Company as recorded in Misc. Book 10, Page 782, in said Probate Office.
8. Easement to Alabama Power Company as recorded in Deed Book 55, Page 454 and Deed Book 225, Page 224, in said Probate Office.
9. A 40 foot building setback line from Alexander Court as shown by recorded plat.
10. A 7.2 utility easement on the East side of subject property as shown by recorded plat.

And said Grantor does for himself, his heirs, successors and assigns covenant with the said Grantee, his heirs, successors and assigns, that he is lawfully seized in fee simple of said premises, it is free from all encumbrances, unless otherwise noted above, that he has a good right to sell and convey the same as aforesaid; that he will and his successors and assigns shall warrant and defend the same to the said Grantee, his heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set their signatures and seals, this 13<sup>th</sup> day of December, 2001.

*Edward D. Swindle*

Edward D. Swindle

**Witness**

*Barbara D. Swindle*

01/08/2002-01142  
 08:34 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 001 CH 16.50

**STATE OF ALABAMA }  
 JEFFERSON COUNTY }**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, **Edward D. Swindle and Barbara D. Swindle, husband and wife**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily as his/her/their act on the day the same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of December, 2001.

*Connie Epp 9/24/04 Notary Public*