This Instrument Prepared By: James F. Burford, III Attorney at Law Suite 101, 1318 Alford Avenue Birmingham, Alabama 35226

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## WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA ) SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, Randall H. Goggans, a married man, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Peter M. Brown and Amanda Brown (herein 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 Shelby County, Alabama, to-wit:

Tract 4, according to the Survey of Meadow Lake Farms, as recorded in Map Book 27, Page 101 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with (1) the non-exclusive easements for ingress, egress, utilities and drainage; the non-exclusive recreational easement; and the non-exclusive easement for the use of the lake, all as created pursuant to the record map and survey of Meadow Lake Farms as recorded in Map Book 27, page 101, in the Office of the Judge of Probate of Shelby County, Alabama, and/or that certain Declaration of Restrictive Covenants for Meadow Lake Farms as recorded in said Probate Office as Inst. #2600-3933 as amended in Inst. #2000-39334; and (ii) Easement granted in deed from Grantor hereto to Meadow Lake Farms Homeowners Association, Inc., recorded as Inst. #2000-40675; and (iii) Easement granted in deed from James E. Brewer and wife Jan E. Brewer to Meadow Lake Farms Homeowners Association Inc., recorded as Inst. #2000-40674.

Less and Except any portion of Tract 4 located within Meadow Lake Drive or Meadow Lake Circle.

SUBJECT TO: (1) Taxes due in the year 2002 and thereafter; (2) Mineral and mining rights not owned by the Grantor; (3) Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessments. (See 1975 Code of Alabama Section 40-7-25 3); (4) Building setback lines, and easements as shown by plat and restrictions, including 25 foot recreational easement on the Southerly side of lot; (5) Rights of others to use access easement as shown by recorded map pursuant to aforesaid Declaration and as set out in deed from Grantor herein to Meadow Lake Farms Homeowners Association, Inc., recorded as Inst. #2000-40675 and Deed from James E. Brewer and wife, Jan M. Brewer to Meadow Lake Farms Homeowners Association, Inc., recorded as Inst. #2000-40674; (6) Declaration of Restrictive Covenants as set out by Inst. #2000-39333, with 1st Amendment thereto as set out by Inst. 2000-39334 in the Probate Office of Shelby County, Alabama; (7) Articles in Incorporation of Meadow Lake Farms Home Owners Association, Inc., as recorded in Inst. #2000-39335 in the Probate Office of Shelby County, Alabama together with the Bylaws of said Corporation as they currently exist and are from time to time amended.

The property conveyed herein is not the homestead of any of the Grantor or his spouse.

TO HAVE AND TO HOLD to 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, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

All of the consideration for this conveyance was derived from a mortgage loan closed simultaneously herewith.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and 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, the undersigned, has hereunto set his hand and seal, this the

TE OF ALABAMA ) **COUNTY** 

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify

that Randall H. Goggans, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ **Notary Public** My Commission Exp.