

## WARRANTY DEED

This Instrument Was Prepared By:

Send Tax Notice To:

Frank K. Bynum, Esquire #17 Office Park Circle Birmingham, Alabama 35223

Joel M. Dabbs 2450 Indian Lake Drive Birmingham, AL 35244

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

That in consideration of ONE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$151,900.00) to the undersigned grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, LINDA W. BRAMBLETT and husband JAMES H. BRAMBLETT (herein referred to as Grantors) do grant, bargain, sell and convey unto JOEL M. DABBS (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Lot 5, Block 5, according to the Survey of Indian Valley Subdivision Sixth Sector, as recorded in Map Book 5, page 118, in the Probate Office of Shelby County, Alabama.

Taxes and assessments for the year 2002, and subsequent years, which are not yet due and payable.

50 foot Building line on East and 35 foot building line on North, as shown by recorded Map. Note: Said 50' Building Line was amended to 35' by Instrument recorded in Deed Book 295, page 132.

71/2 foot easement on West and 15 foot easement through lot, as shown by recorded map.

Restrictions, conditions and limitations, recorded in Misc. Book 2, page 298; Misc. Book 2, page 885 and Misc. Book 9, page 143, in the Probate Office of Shelby County, Alabama; but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

Mineral and mining rights and rights incident thereto recorded in Deed Book 295, page 132, in the Probate Office of Shelby County, Alabama.

Easements recorded in Deed Book 284, page 885, in the Probate Office of Shelby County, Alabama.

Permit to Alabama Power Company recorded in Deed Book 104, page 213 and Deed Book 107, page 121, in the Probate Office of Shelby County, Alabama.

\$121,520.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantee, his 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 my heirs, executors and administrators shall, warrant and defend the same to the said Grantee, his heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seal, this 29th day of May, 2002.

LINDA W. BRAMBLETT

JAMES H. BRAMBLETT

## STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LINDA W. BRAMBLETT and husband JAMES H. BRAMBLETT 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29th day of May, 2002.

Notary Public

My Commission Expires: 11/20/2004