20020701000307550 Pg 1/1 36.00 Shelby Cnty Judge of Probate, AL 07/01/2002 14:51:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY: Courtney Mason & Associates, P.C. 1904 Indian Lake Drive, Suite 100 Birmingham, Alabama 35244 GRANTEE'S ADDRESS: Wendy G. Kelly 151 Canyon Trail Pelham, Alabama 35124

STATE OF ALABAMA

CORPORATION

GENERAL WARRANTY DEED

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Twenty-Four Thousand One Hundred and 00/100 (\$124,100.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **D & D Construction**, **LLC**, **a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Wendy G. Kelly, a single individual**, (hereinafter referred to as GRANTEE), her heirs and assigns, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 37, according to the Survey of Parkview Townhomes, Plat No. 1, as recorded in Map Book 26, Page 92, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Grantor reserves said easement for ingress and egress purposes of a portion of Lot 37, Parkview Townhomes, aforementioned, for the benefit of lots 36, 37, 38, 39, 40, 41 and 42 of the aforesaid Parkview Townhomes. Said beasement being more particularly described as follows:

Begin at the Northwest corner of said Lot 37, Parkview Townhomes, Plat No. 1 (Corrected): Run thence South 06° 49' 21" West along the West line of said lot 37, being also the Easterly right-of-way line of Canyon Trail, (having a 50.00' R.O.W), a distance of 21.50' feet; run thence North 68° 44' 31" East, departing said right-of-way, a distance of 30.87' feet; run thence North 06° 49' 21" East, a distance of 6.97' feet to the North line of Lot 37 aforesaid; run thence North 83° 10' 39" West along the North line of said Lot 37, a distance of 27.23' feet to the Point of Beginning.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$99,280.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, her heirs and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Managing Member, Dustin Dykes Woods who is authorized to execute this conveyance, hereto set his signature and seal this the 28th day of June, 2002.

D & D Construction, LLC

By: Dustin Dykes Woods, Managing Member

STATE OF ALABAMA

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dustin Dykes Woods, whose name as Managing Member of D & D Construction, LLC, a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of June, 2002.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 5, 2003