20021203000599080 Pg 1/3 91.50 Shelby Cnty Judge of Probate, AL 12/03/2002 08:02:00 FILED/CERTIFIED

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney NAJJAR DENABURG, P.C. 2125 Morris Avenue Birmingham, Alabama 35203

> SEND TAX NOTICE TO: Michael T. Woolf Dana Woolf 112 Pine Knoll Circle Shelby, AL 35143

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA)

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of One Hundred Eighty-Three Thousand and No/100, (\$183,000.00), DOLLARS, in hand paid to the undersigned, Allan L. Armstrong, and spouse, Samantha Armstrong, (hereinafter referred to as "GRANTORS"), by Michael T. Woolf and spouse, Dana Woolf, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEES as joint tenants with right of survivorship the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 5, according to the Amended Map of Bentley Addition to Shelby Shores Sector II, recorded in Map Book 14, Page 108, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Ad valorem taxes for the year, 2003.
- 2. 35 foot building line, as shown by recorded map.
- 3. 100 foot flood line, as show by recorded Map.
- 4. 7 1/2 foot easement on Northwest, as shown by recorded map.
- 5. Restrictions as shown by recorded Map.
- Map Book 14, Page 108 shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".
- 7. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.
- 8. Mineral and mining rights and rights incident thereto recorded in Real 227, Page 951, in the Probate Office of Shelby County, Alabama.
- 9. Flood rights acquired by Alabama Power Company recorded in Volume 253, Page 116 and Volume 253, Page 120, in the Probate Office of Shelby County, Alabama.
- 10. Restrictions appearing of record in Deed Book 340, Page 801; Real 76, Page 565 and Real 218, Page 204, 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.
- 11. Transmission line permit to Alabama Power Company, as recorded in Deed Book 225, Page

918 and Deed Book 225, Page 921, in the Probate Office of Shelby County, Alabama.

Right of way to Alabama Power Company and Southern Bell Telephone and Telegraph Company recorded in Deed Book 225, Page 453 and Deed Book 260, Page 706, in the Probate Office of Shelby County, Alabama.

\$108,520.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD UNTO the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one GRANTEE herein survives the other, the entire interest in fee simple shall pass to the surviving GRANTEE, and if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common.

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.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out herein above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 25th day of November, 2002.

Allan L/Armstrong

GRANTOR

(SEAL)

(SEAL)

(SEAL)

Samantha Armstrong

Michael T. Woolf

GRANTEE

GRANTEE

GRANTOR

Dana Woolf

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Allan L. Armstrong and spouse, Samantha Armstrong, 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 25th day of November, 2002.

NOTARY PUBLIC

My commission expires:

My Commission Expires: May 21, 2004

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael T. Woolf and spouse, Dana Woolf, whose names are signed to the foregoing conveyance as GRANTEES, 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 25th day of November, 2002.

NOTARY PUBLIC

My commission expires:

My Commission Expires: May 21, 2004