

4211

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

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PADEN & PADEN  
Attorneys at Law  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

LARRY TODD HILL  
109 LOYOLA CIRCLE  
HELENA, AL 35080

STATE OF ALABAMA)

COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of ONE HUNDRED SIXTY ONE THOUSAND DOLLARS and 00/100 (\$161,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, CHARLES R. HERNDON and KENT JOHNSON HERNDON , HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto LARRY TODD HILL and KIMBERLY R. HILL, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 9-A, ACCORDING TO A RESURVEY OF LOTS 5 THRU 12, ST. CHARLES PLACE - PHASE IV, AS RECORDED IN MAP BOOK 19, PAGE 83, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2002 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003.
2. 30 FOOT BUILDING LINE ALONG LOYOLA CIRCLE AS SHOWN ON RECORDED MAP OF SAID SUBDIVISION.
3. COVENANTS, CONDITIONS, AND RESTRICTIONS AS SET FORTH IN INSTRUMENT DOCUMENT RECORDED IN INSTRUMENT #1994-21613.
4. RESTRICTIONS, PUBLIC UTILITY EASEMENTS AND SETBACK LINES AS SHOWN ON RECORDED MAP OF SAID SUBDIVISION.
5. OIL, GAS AND MINERALS AND ALL OTHER SUBSURFACE INTEREST IN, TO OR UNDER THE LAND HEREIN DESCRIBED.

\$128,800.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.


**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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, CHARLES R. HERNDON and KENT JOHNSON HERNDON, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 27th day of November, 2002.

  
\_\_\_\_\_  
CHARLES R. HERNDON

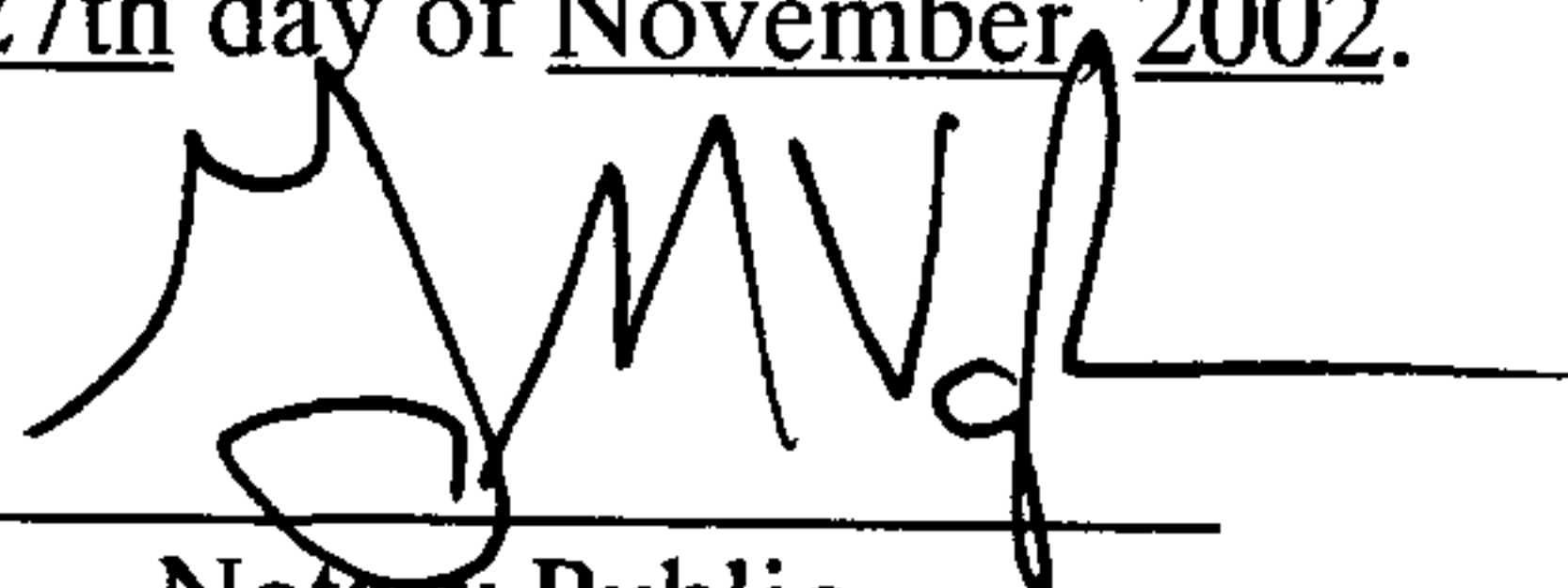
  
\_\_\_\_\_  
KENT JOHNSON HERNDON

STATE OF ALABAMA)  
COUNTY OF SHELBY)

#### ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that CHARLES R. HERNDON and KENT JOHNSON HERNDON, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of November, 2002.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9.29.06