

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

SEND TAX NOTICE TO:

TONI A. GLENN 366 GREYSTONE GLEN CIRCLE BIRMINGHAM, AL 35242

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of FIFTY EIGHT THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$58,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, JOHN H. BECK and LINDA KAY ZANDER, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto TONI A. GLENN and CHRIS D. GLENN, WIFE AND HUSBAND, (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 36, ACCORDING TO THE SURVEY OF THE GLEN ESTATES, AS RECORDED IN MAP BOOK 19, PAGE 9 A & B, 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. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT(s) RECORDED IN DEED BOOK 111, PAGE 408 AND INSTRUMENT #1992-26824.
- RIGHT OF WAY TO THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM IN INSTRUMENT #1993-20842 AND INSTRUMENT #1993-20844.
- 4. EASEMENT AGREEMENT AS SET OUT IN INSTRUMENT #1993-22440.
- 5. RIGHTS OF OTHERS TO USE HUGH DANIEL DRIVE AS SET OUT IN DEED BOOK 301, PAGE 799.
- 6. COVENANT AND AGREEMENT FOR WATER SERVICE AS SET OUT IN BOOK 235, PAGE 574; INSTRUMENT #1992-20786 AND INSTRUMENT #1993-20840.
- 7. RECIPROCALEASEMENT AGREEMENT IN BOOK 346, PAGE 848, AMENDED IN BOOK 3890, PAGE 639, FURTHER AMENDED IN INSTRUMENT #1993-29620 AND FURTHER AMENDED IN INSTRUMENT #1995-16399.
- 8. COVENANTS, CONDITIONS AND RESTRICTIONS IN BOOK 346, PAGE 873 AND AMENDED IN INSTRUMENT #1995-16398.
- 9. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN DEED BOOK 121, PAGE 294 AND DEED BOOK 60, PAGE 260.
- 10. EASEMENT AGREEMENT IN INSTRUMENT #1996-17259 AND INSTRUMENT #1996-17260.

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- 11. EASEMENTS AND BUILDING LINE AS SHOWN ON RECORDED MAP.
- 12. ENCROACHMENTS, VARIATIONS IN AREA OR IN MEASUREMENTS, BOUNDARY LINE DISPUTES, ROADWAYS AND MATTERS NOT OF RECORD, INCLUDING LACK OF ACCESS, WHICH WOULD BE DISCLOSED BY ACCURATE SURVEY AND INSPECTION OF THE PROPERTY.
- 13. EASEMENTS OR OTHER USES OF SUBJECT PROPERTY NOT VISIBLE FROM THE SURFACE, OR EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- 14. ANY LOSS, CLAIM, COST OR DAMAGES DUE TO STRUCTURE NOT BEING IN COMPLIANCE WITH THE ARCHITECTURAL CONTROL COMMITTEE.
- 15. UNPAID ASSESSMENTS, IF ANY, AGAINST SUBJECT PROPERTY IN FAVOR OF HOMEOWNERS ASSOCIATION.
- 16. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

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, JOHN H. BECK and LINDA KAY ZANDER, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 23rd day of June, 2003.

JOHN H. BECK

LINDA KAYZANDER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN H. BECK and LINDA KAY ZANDER, HUSBAND AND WIFE, 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 23rd day of June, 2003.

Notary Public

My commission expires: / (