

BHM 31447
Reli, Inc.

20031105000737250 Pg 1/2 34.00
Shelby Cnty Judge of Probate, AL
11/05/2003 14:02:00 FILED/CERTIFIED

Send tax notice to:
CHARLES MARK DUTHU
JACQUELINE NAQUIN DUTHU
264 NARROWS REACH
BIRMINGHAM, ALABAMA 35242

the TITLE and CLOSING PROFESSIONALS
3595 Grandview Pkwy, Ste 350
Birmingham, AL 35243

This instrument prepared by:
Stewart & Associates, P.C.
3595 Grandview Pkwy, #350
Birmingham, Alabama 35243

STATE OF ALABAMA
SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of ONE HUNDRED THIRTY THREE THOUSAND DOLLARS (\$133,000.00) in hand paid to the undersigned, LAVERNE B. DUTHU, A SINGLE PERSON (hereinafter referred to as Grantor”) by CHARLES MARK DUTHU AND JACQUELINE NAQUIN DUTHU (hereinafter referred to as Grantees”), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

THE PROPERTY CONVEYED HEREIN IS DESCRIBED ON EXHIBIT “A”, ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

\$113,000.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD to Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantor does for himself, his heirs and assigns, covenant with Grantees, their heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that he is free from all encumbrances except as noted above; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, LAVERNE B. DUTHU hereunto sets their signature and seal on this the 29TH day of OCTOBER, 2003.


LAVERNE B. DUTHU

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LAVERNE B. DUTHU, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29TH day of OCTOBER, 2003.

[NOTARIAL SEAL]



Notary Public

Print Name:

Commission Expires: 9-24-07

EXHIBIT "A":

Lot 67, according to the Amended Plat of Final Record Plat of Narrows Reach, as recorded in Map Book 27 page 11A & 11B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. No. 2000-9755, as amended by Instruments recorded as Inst. No. 2000-17136 and Inst. No. 2000-36696, and Inst. No. 2001-38328 all recorded in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

General and special taxes or assessments for the year 2004 and subsequent years not yet due and payable.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. # 2000-9755, and 1st Amendment in Inst. No. 2000-17136 in the Probate Office.

Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 109 page 70 and Deed 145 page 22 in the Probate Office.

Right(s) of Way(s) granted to South Central Bell by instrument(s) recorded in Deed Book 324 page 840 and Deed Book 329 page 430 in the Probate Office.

Natural Gas Supply Easement to Alabama Gas Corporation as shown by instrument recorded in Inst. No. 2000-1818 in the Probate Office.

Restrictions, limitations and conditions as set out in map Book 27 page 3 A & B and Map Book 27 page 11 A & B in the Probate Office.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Inst. No. 2002-24854 in the Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Release(s) of damages as set out instrument(s) recorded in Inst. No. 2000-20099, Inst. No. 20020528000248540 and in Inst. # 20020917000448080 in the Probate Office.

Encroachment of fence onto or off of the land as shown on the survey by Laurence D. Weygand dated 09/06/02.