20050601000262850 1/2 \$48.00 Shelby Cnty Judge of Probate, AL 06/01/2005 09:27:32AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Gene W. Gray, Jr.
2100 SouthBridge Parkway, #638
Birmingham, Alabama 35209
(205)879-3400

WARRANTY DEED

State of Alabama County of Shelby

(Herein referred to as Grantee) the following described real estate, situated in the State of Alabama, County of Shelby, to wit:

LOT 1422, ACCORIDNG TO THE SURVEY OF EAGLE POINT 14TH SECTOR AS RECORDED IN MAP BOOK 26, PAGE 34 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. \$271,200.00 & \$33,900.00 of the purchase price received Subject to: above was paid from a first & second purchase money mortgage Advalorem taxes due October 01, 2005 and thereafter. loans closed building setback lines, easements, restrictions, limitations and conditions as shown by recorded map.

Minerals and mining rights not owned by Grantors.

Restrictions, covenants and conditions set out in Deed Book 206, Page 448 and INST# 1999/44777.

Transmission Line Permit to Alabama Power Company in Deed Book 111, Page 408; Deed Book 149, Page 380, and Deed Book 109, Page 70.

Right of Way to South Central Bell in Deed Book 336, Page 224; Deed Book 337, Page 245; and Real 149, Page 206. Release of Damages as set out in INST# 1996/26590. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or sub surface conditions that may now or hereafter exist or occur or cause damage to subject property as shown on Map Book 26, Page 34.

Ingress, Egress and Utility Easement in INST# 1998/42638.
Rights of other in and to easements and rights of way in Deed
Book 290, Page 842; and Deed Book 290, Page 848.
Reservation of Right of Way in INST# 1996/26590.
Easement to Alabama Power Company in INST# 2000/11862.
Title to all minerals within and underlying the premises,
together with all mining rights and other rights, privileges an

together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 331, Page 262 and Deed Book 81, Page 417.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns, forever; And I/we do for myself/ourselves and for my/our heirs, executors, and administrators covenant with said Grantee, its successors and assigns, that I/we am/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 that same as aforesaid; that I/we will and my/our heirs, executors and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal(s), this //// day of ///// , 2005.

OTT A ROBERTS ANTTA C

110. 2. 2.



STATE OF Alakama COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SCOTT A. ROBERTS** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this Loth day of MA

The day of the terms of the ter

Notary Public

Print Name:__

Commission Expires:

MUST AFFIX SEAL

(SEAL)

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.

STATE OF A COUNTY OF TO-FEESON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **ANITA G. ROBERTS** whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this $\frac{1640}{100}$ day of $\frac{1005}{1000}$, 2005.

Notary Publiq

Print Name: # OMM

MUST AFFIX SEAL

Commission Expires: 115/06

(SEAL)

Instructions to Notary: This form acknowledgment cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment.

Shelby County, AL 06/01/2005

State of Alabama

Deed Tax: \$34.00