

This instrument was prepared by:

John L. Hartman, III
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:

Diann Gurley Horton
Thomas M. Horton, Jr.
2809 Downing Circle
Birmingham, AL 35242

WARRANTY DEED - Joint Tenants with Right of Survivorship

STATE OF ALABAMA



20060214000074230 1/1 \$80.00
Shelby Cnty Judge of Probate, AL
02/14/2006 02:57:17PM FILED/CERT

COUNTY OF SHELBY

That in consideration of Three Hundred Twenty-Nine Thousand and 00/100 (\$329,000.00) DOLLARS to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, I, **David H. Keith, Sr.**, an unmarried man, do hereby grant, bargain, sell and convey unto **Diann Gurley Horton** and **Thomas M. Horton, Jr.**, as joint tenants with right of survivorship (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 63, according to the Survey of Meadowridge, as recorded in Map Book 11, page 40 A & B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Book 172, Page 443; (3) Right of way to Alabama Power Company as set forth in Deed Book 129, page 547; and Deed Book 277, page 27; (4) Right of Way to Shelby County for public road, as set forth in Deed Book 177, page 31; (5) Terms, agreements and right of way to Alabama Power Company as recorded in Book 145, page 701; and Book 145, page 709; (6) Restrictions appearing of record in Book 148, page 264; (7) Map Book 11, Page 40 A & B refers to natural lime sinkholes; (8) Restrictions, as set forth in Instrument 1996-35171 and Instrument 1997-29279; (9) 35 foot building setback line on the East side as shown by recorded map; (10) 40 foot easement on the Westerly side as shown by recorded map; (11) a 7.5 foot easement on the North and South, as shown by recorded map.

\$260,000 of the purchase price recited above has been paid from the proceeds of a mortgage loan 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 do for myself and for my heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of February, 2006.

Shelby County, AL 02/14/2006
State of Alabama

Deed Tax: \$69.00

David H. Keith, Sr.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **David H. Keith, Sr.**, an unmarried man, 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/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of February, 2006.

My Commission Expires:

8/4/09

Notary Public