

14649

Shelby County, AL 07/26/2006  
State of Alabama

Deed Tax: \$20.50

  
20060726000359180 1/2 \$34.50  
Shelby Cnty Judge of Probate, AL  
07/26/2006 08:32:11AM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:  
R. Shan Paden  
PADEN & PADEN, PC  
5 Riverchase Ridge  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:  
ESAU ALVAREZ  
449 BENTMOOR WAY  
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 **TWO HUNDRED ONE THOUSAND ONE HUNDRED DOLLARS 00/100 (\$201,100.00)** to the undersigned grantor or grantors in hand paid by the **GRANTEES** herein, the receipt of which is acknowledged, I/we, **ROBERT T. NICHOLSON and STACEY S. NICHOLSON, HUSBAND AND WIFE** (herein referred to as **GRANTORS**) do grant, bargain, sell and convey unto **ESAU ALVAREZ AND DELFINA CORONA**, (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 1153, according to the map of Second Addition, Old Cahaba, Phase III, recorded in Map Book 29, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.**

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2005 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2006.
2. 20 FOOT MINIMUM BUILDING SETBACK LINE ALONG BENTMOORE WAY AS SHOWN ON RECORDED MAP.
3. RIGHT OF WAY TO SHELBY COUNTY RECORDED IN DEED BOOK 155, PAGE 331; DEED BOOK 155, PAGE 425; LIS PENDENS BOOK 2, PAGE 165 AND DEED BOOK 156, PAGE 203.
4. RIGHT OF WAY TO ALABAMA POWER COMPANY RECORDED IN DEED BOOK 138, PAGE 309; DEED BOOK 131, PAGE 447; DEED BOOK 247, PAGE 853; DEED BOOK 127, PAGE 408; DEED BOOK 134, PAGE 85; DEED BOOK 230, PAGE 113; DEED BOOK 139, PAGE 238; DEED BOOK 257, PAGE 213 AND REAL 46, PAGE 69.
5. 100 FOOT RIGHT OF WAY TO BIRMINGHAM MINERAL RAILROAD COMPANY AS RECORDED IN DEED BOOK 12, PAGE 449.
6. RESERVATION OF MINERAL AND MINING RIGHTS IN THE INSTRUMENT RECORDED IN DEED BOOK 15, PAGE 415; DEED BOOK 61, PAGE 164; REAL VOLUME 133, PAGE 277 AND REAL VOLUME 321, PAGE 629, TOGETHER WITH THE APPURTENANT RIGHTS TO USE THE SURFACE.
7. EASEMENT TO PLANTATION PIPE LINE AS RECORDED IN DEED BOOK 112, PAGE 584 AND DEED BOOK 257, PAGE 213.
8. RIGHT OF WAY TO MCKENZIE MINERAL METHANE CORPORATION RECORDED IN DEED BOOK 259, PAGE 610.
9. TIMBER DEED RECORDED IN INSTRUMENT# 1997-28869.
10. TITLE TO ALL THAT PORTION OF SUBJECT PROPERTY LYING BELOW THE HIGH WATER MARK OF THE CAHABA RIVER.
11. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS (PROVISIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, OR NATIONAL ORIGIN ARE OMITTED) PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT# 2001-39945.

\$180,990.00 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, **ROBERT T. NICHOLSON and STACEY S. NICHOLSON**, have hereunto set his, her or their signature(s) and seal(s), this the 18th day of July, 2006.

*Robert T. Nicholson by his attorney in fact, Stacey S. Nicholson*  
ROBERT T. NICHOLSON, BY HIS ATTORNEY  
IN FACT, STACEY S. NICHOLSON  
*Stacey S. Nicholson*  
STACEY S. NICHOLSON

STATE OF ALABAMA  
COUNTY OF SHELBY

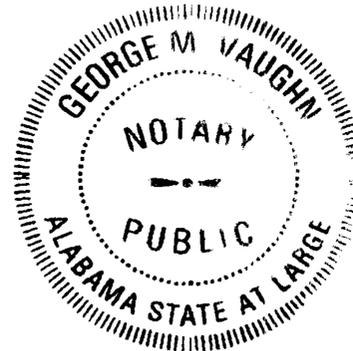
  
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**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **STACEY S. NICHOLSON** whose name(s) as attorney in fact for **ROBERT T. NICHOLSON**, 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, they, in their capacity as Attorney In Fact, executed the same voluntarily with full authority on the day the same bears date.

Given under my hand this the 18<sup>TH</sup> day of JULY, 2006.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 9.29.06



STATE OF ALABAMA  
COUNTY OF SHELBY

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **STACEY S. NICHOLSON**, 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 18th day of July, 2006.

  
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Notary Public  
My commission expires: 9.29.06

