

This instrument was prepared by:  
Perryn G. Carroll, Attorney at Law  
P.O. Box 530543  
Birmingham, Alabama 35253

WHEN RECORDED RETURN TO:  
Perryn G. Carroll, Attorney at Law  
P.O. Box 530543  
Birmingham, Alabama 35253

SEND TAX NOTICE TO:  
Andre D. Clark & Jonesha Clark  
400 Bent Creek Trace  
Chelsea, Alabama 35043

Form 1-1-27 Rev 1-66

**WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**



20060928000481210 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/28/2006 09:34:29AM FILED/CERT

**STATE OF ALABAMA  
SHELBY COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Two Hundred sixty eight thousand nine hundred dollars and no 00/100 (\$268,900.00), paid by **Mortgage (1<sup>st</sup> and 2<sup>nd</sup>) in the amount of Two hundred fourteen thousand four hundred dollars and no 00/100 (\$214,400.00) and Fifty Three thousand six hundred dollars and no 00/100 (\$53,600.00)** filed at the same time as this deed, to the undersigned grantor, CAW Construction, a Corporation, by it's president, Christopher L. Walker, (herein referred to as GRANTORS), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged the said GRANTORS does by these presents, grant bargain, sell and convey unto Andre D. Clark and Jonesha Clark, a married couple, (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate in Shelby County.

Lot 39, according to the Survey of Bent Creek Subdivision-Sector 1, as recorded in Map Book 36, Page 23, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

Shelby County, AL 09/28/2006  
State of Alabama

Deed Tax:\$1.00

**Subject To:**

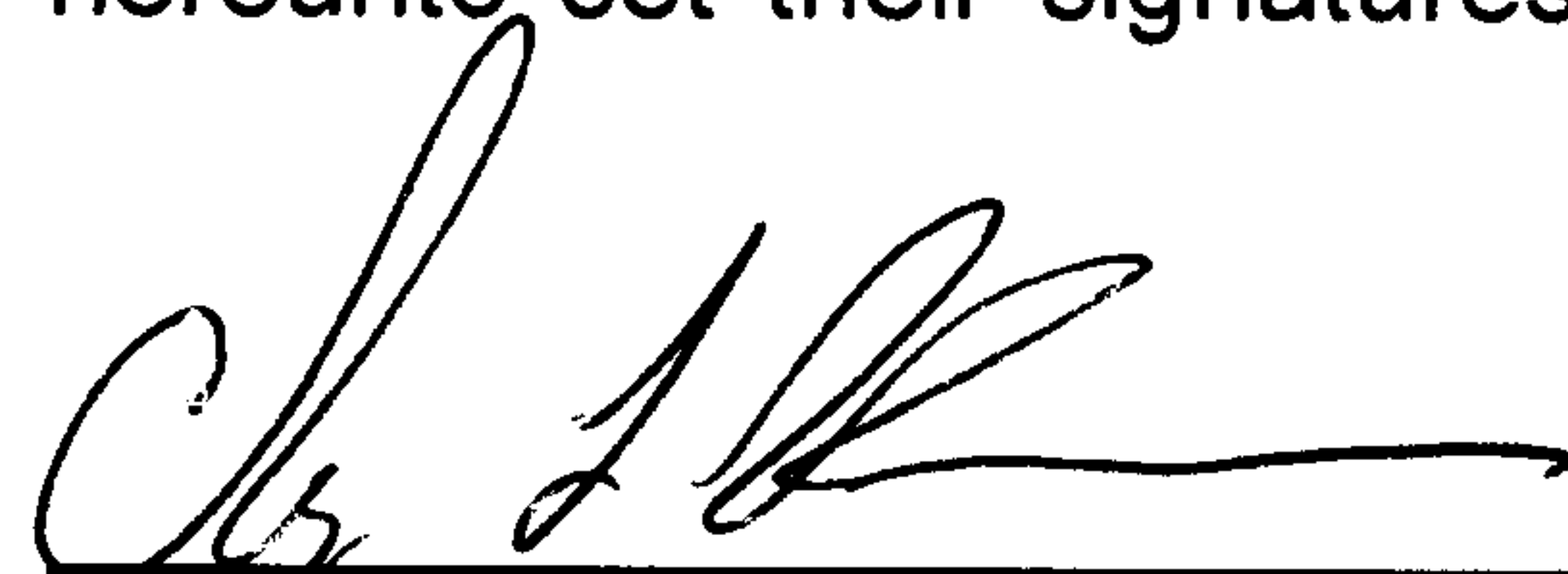
1. The lien of Ad Valorem taxes for the year 2006 are a lien but neither due nor payable until 1 October, 2006.
2. Municipal improvements assessments and fire district dues against subject property, if any.
3. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument 1994-29305, Deed Book 154, Page 455; Deed Book 171, Page 515 and Deed Book 244, Page 587.
4. Any loss and/or claims due to the deed in Inst. 20060119000029230 containing a defective notary.
5. 35' building line front as shown on recorded Map Book 36, Page 23.
6. 12.5 building line side as shown on recorded Map 36, Page 23.


7. 40' building line on the rear as shown on recorded Mao Book 36, Page 23.
8. Easement to Alabama Power Company recorded in Instrument 20051031000564180.
9. Easement to Bellsouth recorded in Instrument 20051213000641700.
10. Right of way to Alabama Power Company as recorded in Deed Book 126, Page 55.
11. Railroad right of way reserved by South and North Alabama Railroad by Deed Book "T" Page 655.
12. Subject to oil and gas lease to Anschutz Corporation dated 2-9-82 and recorded in Misc. Book 45, Page 303.
13. Subject to oil and gas lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391.
14. Less and except any portion of subject land lying within any road right of way.
15. Mineral and restrictions as set out in Deed Book 244, Page 587.
16. Rights of others to the use of Pickle Drive.
17. Rights of others to the use of Brasher Drive.
18. The following matters as shown on the survey by the SMW Engineering Group, Inc. dated 12-29-04:
  - (a) Encroachment of overhead power lines onto and/or off of the Westerly portion of Parcel 2.
  - (b) Encroachment of 8 foot by 6 foot building with chain link fence off of the land in the Westerly portion of Parcel 2.
  - (c) Encroachment(s) of Brasher Drive onto and/or off of the Easterly side of Parcel 1.
  - (d) Encroachment(s) of Pickle Drive onto and/or off of the land in the mid portion of Parcel 2.
  - (e) Encroachment(s) of gravel drive onto and/or off of the Northwesterly side of the land of Parcel 2.
  - (f) Encroachment(s) of "Old Barbed Wire Fence" onto and/or off of the land on the Southerly side of Parcel 1.
  - (g) Encroachment(s) of "Hog Wire Fence" onto and/or off of the land on the Southerly side Parcel 2.

And said Grantors do for themselves, their heirs, successors and assigns covenant with the said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, it is free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey same as aforesaid: that they will and their successors and assigns shall warrant and defend the same to the said Grantees, their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their signatures and seals, this 21<sup>st</sup> day of September, 2006.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
CAW Construction, by its president,  
Christopher L. Walker

  
20060928000481210 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/28/2006 09:34:29AM FILED/CERT


STATE OF ALABAMA  
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CAW Construction, A Corporation, by its president, Christopher L. Walker, whose name is signed to the foregoing conveyance, and who is know to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily as her act on the day the same bears date.

Given under my hand and official seal the 21<sup>st</sup> day of September, 2006.

My Commission Expires  
11-05-06

Sandra D. Eiji  
Notary Public

  
20060928000481210 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
09/28/2006 09:34:29AM FILED/CERT