



R0702-2823

20070307000104170 1/2 \$79.00  
Shelby Cnty Judge of Probate, AL  
03/07/2007 12:41:31PM FILED/CERT

Shelby County, AL 03/07/2007  
State of Alabama

Deed Tax: \$65.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

Jon M. Turner, Jr.  
TURNER & ASSOCIATES, LLC  
Attorneys at Law  
2101 Highland Avenue, Suite 200  
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

BLAKE M. SEXTON  
153 LAKE DAVIDSON LANE  
HELENA, ALABAMA 35080

STATE OF ALABAMA)  
COUNTY OF SHELBY)

**WARRANTY DEED**  
**JOINTLY WITH RIGHT OF SURVIVORSHIP**

Know All Men by These Presents: That in consideration of ONE HUNDRED EIGHTY THOUSAND AND NO/100 (\$180,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, I (we), KRISTA S. NEBRIG AND MICHAEL ALBERT NEBRIG, A MARRIED COUPLE (herein referred to as GRANTORS) does grant, bargain, sell and convey unto BLAKE M. SEXTON AND NANCI M. SEXTON (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

**LOT 37, ACCORDING TO THE SURVEY OF OLD TOWN HELENA, AS RECORDED IN MAP BOOK 22, PAGE 26, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 2006, which constitutes a lien, but are not yet due and payable until October 1, 2007.
2. Building lines as shown by recorded map.
3. Restrictions as shown by recorded map.
4. Restrictions appearing of recorded in Instrument 1997-9763, in the Probate Office of Shelby County, Alabama.
5. Transmission line permit to Alabama Power Company, as recorded in Deed Book 42, page 629, in the Probate Office of Shelby County, Alabama.
6. Right of way to L & N Railroad, recorded in Deed Book 42, page 629, in the Probate Office of Shelby County, Alabama.
7. Easement to AT & T recorded in Real 184, page 22, in the Probate Office of Shelby County, Alabama.
8. Easement to the Town of Helena recorded in Deed Book 187, page 390; Deed Book 307, page 815 and Deed Book 210, page 976, in the Probate Office of Shelby County, Alabama.
9. NOTE: The Owners policy to be issued hereunder will contain the following exception: Coal, oil, gas and other mineral interest in, to or under the land herein described are not insured.

\$115,000.00 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, **KRISTA S. NEBRIG AND MICHAEL ALBERT NEBRIG, A MARRIED COUPLE** have hereunto set their signature and seal, this the **2ND** day of **MARCH, 2007**.

  
\_\_\_\_\_  
**KRISTA S. NEBRIG**

  
\_\_\_\_\_  
**MICHAEL ALBERT NEBRIG**

STATE OF ALABAMA        )

COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public, in and for said County, hereby certify that **KRISTA S. NEBRIG AND MICHAEL ALBERT NEBRIG, A MARRIED COUPLE**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the **2ND** day of **MARCH, 2007**.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6/13/09