

Shelby County, AL 04/12/2007 State of Alabama

Deed Tax: \$10.00

SEND TAX NOTICE TO:

Jordon C. Coggin Candace W. Coggin 5176 Selkirk Drive Birmingham, AL 35242

#### THIS INSTRUMENT PREPARED BY:

Shannon E. Price, Esquire P. O. Box 19144
Birmingham, AL 35219

## WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

### STATE OF ALABAMA

## KNOW ALL MEN BY THESE PRESENTS:

#### SHELBY COUNTY

That in consideration of -----TWO HUNDRED THOUSAND AND NO/100'S DOLLARS----- (\$200,000.00)

To the undersigned GRANTOR(S) in hand paid by the GRANTEE(S) herein, the receipt whereof is acknowledged,

Charles B. Kelt and wife, Teresa J. Kelt, (herein referred to as GRANTOR(S)), do grant, bargain, sell and convey unto

Jordon C. Coggin and wife, Candace W. Coggin, (herein referred to as GRANTEE(S)), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 38, AND THE NORTH 3.7 FEET OF LOT 37, BLOCK 1, ACCORDING TO THE SURVEY OF SELKIRK, A SUBDIVISION OF INVERNESS, AS RECORDED IN MAP BOOK 6, PAGE 163, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This being that same property conveyed to Charles B. Kelt and Teresa J. Kelt by deed dated 06/05/2003, filed 06/11/2003 in Instrument 20030611000367020.

# Subject to:

- The lien of Ad Valorem taxes for the year 2007 are a lien but neither due nor payable until 1 October, 2007.
- Municipal improvements assessments and fire district dues against subject property, if any.
- 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.
- Building lines, right of ways, 10' easement across rear, 5' easement along East property line, restrictions, reservations and conditions, if any, as recorded in Map Book 6, Page 163.
- Power Line Permit granted to Alabama Power Company as recorded in Deed Book 306, Page 10.
- Agreement in favor of Alabama Power Company as recorded in Misc. Book 21, Page 377.
- 7) Restrictive covenants as to underground cable recorded in Misc. Book 21, Page 376.
- Agreement regarding to sanitary sewage treatment as recorded in Real Book 314, Page 561 and assigned in Real Book 328, Page 64 and a supplemental agreement in Real Book 365, Page 876.
- Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Misc. 21, Page 10 in the Probate Office of Shelby County, Alabama.
- 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 Deed Book 42, Page 246.

\$ 160,000.00 and \$30,000.00 recorded simultaneously herewith.

of the purchase price is being paid by the proceeds of first and second mortgage loans executed and

WARRANTY DEED, JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP
Closers' Choice



Shelby Cnty Judge of Probate, AL 04/12/2007 09:47:27AM FILED/CERT

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, 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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR(S) hav	re hereunto set my (our) hand(s) and seal	(s), this March 23, 2007.
	(Seal) Charles B. Kelt	(Seal)
	(Seal) Teresa J. Kelt	(Seal)
STATE OF ALABAMA		
	General Acknowledgement	
JEFFERSON COUNTY		
and wife, Teresa J. Kelt, whose name(s) was satisfactorily proven), acknowledged before executed the same voluntarily on the day the same voluntarily on the day the same voluntarily on the day the same voluntarily or the day the d	(were) signed to the foregoing converge on this day, that, being informed ame bears date.	
Given under my band and official seal	this 23rd day of March, 2007.	
ST	Luhort 3 At M	
	Notary Public.	(Seal)
SON MBLIC FE	My Commission Expires:	
MABAMAA	Richard B. McClelland	
	My Commission Expires: 10-19-2010	

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My Commission Expires: 10-19-2010