


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


20070420000184740 1/3 \$47.00
Shelby Cnty Judge of Probate, AL
04/20/2007 03:10:43PM FILED/CERT

Form 1-1-27 Rev 1-66

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Ninety Seven Thousand Five Hundred Dollars [\$297,500.00], paid by **Mortgage** in the amount of Two Hundred Thirty Six Thousand [\$267,750.00] filed at the same time as this deed, to the undersigned grantor, Pearson Construction, LLC, by: Harry Pearson, Sr., its: President, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged the said GRANTOR does by these presents, grant bargain, sell and convey unto Brian C. Russell and Deborah A. Russell, 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.

LAND DESCRIPTION


Lot 35, 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.

Subject To:

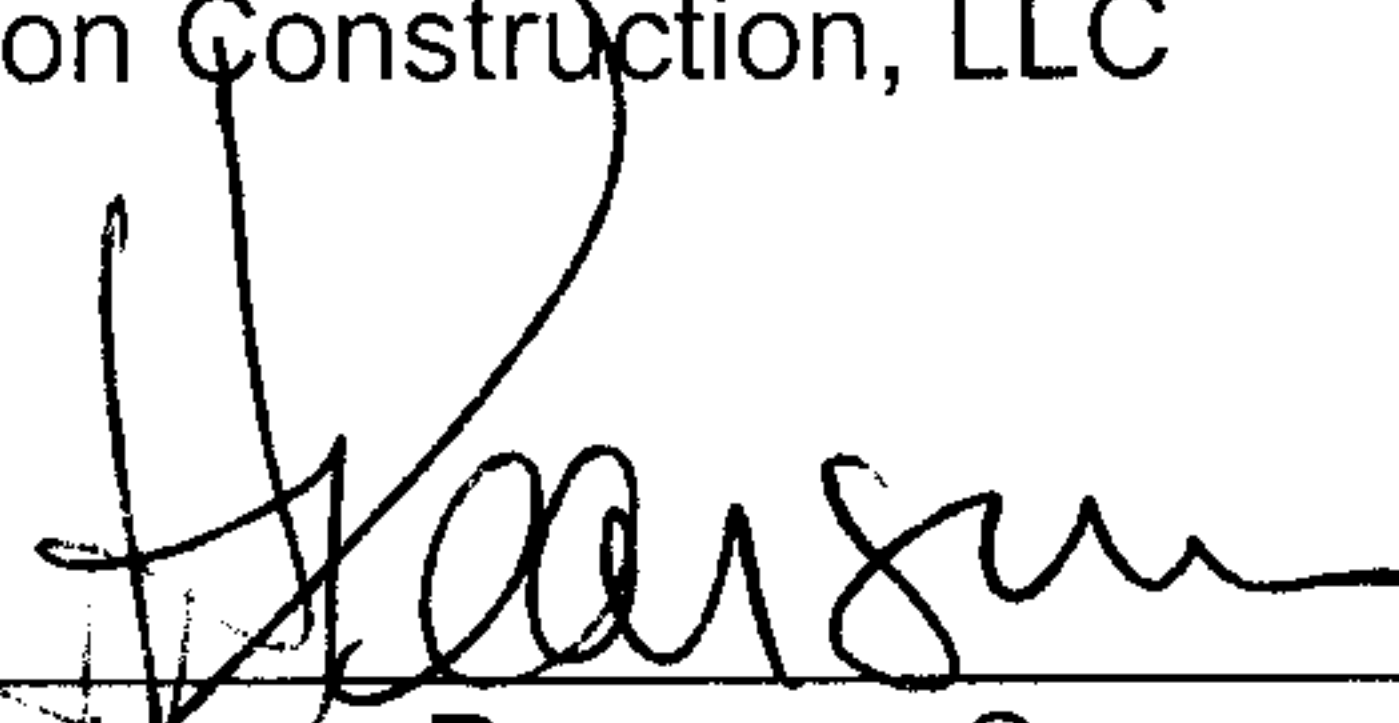
1. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument 1994-29305, Deed Book 154, Page 455; Deed Book 171, Page 515 and Deed Book 244, Page 587.
2. Any loss and/or claims due to the deed in Inst. 20060119000029230 containing a defective notary.
3. 35' building line front as shown on recorded Map Book 36, Page 23.

4. 12.5' building line side as shown on recorded Map Book 36, Page 23.
5. 40' building line on the rear as shown on recorded Map Book 36, Page 23.
6. Easement to Alabama Power Company recorded in Instrument 20051031000564180.
7. Easement to Bellsouth recorded in Instrument 20051212000641700.
8. Right of Way to Alabama Power Company as recorded in Deed Book 126, Page 55.
9. Railroad right of way reserved by South and North Alabama Railroad by deed Book "T", Page 655.
10. Subject to oil and gas lease to Anschutz Corporation dated 2-9-82 and recorded in Misc. Book 45, Page 303.
11. Subject to oil and gas lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391.
12. Less and except any portion of subject land lying within any road right of way.
13. Mineral and restrictions as set out in Deed Book 244, Page 587.
14. Rights of others to the use of Pickle Drive.
15. Rights of others to the use of Brasher Drive.
16. 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 landing 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 landing 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 of Parcel 2.


20070420000184740 2/3 \$47.00
Shelby Cnty Judge of Probate, AL
04/20/2007 03:10:43PM FILED/CERT

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 16th day of April, 2007.

Pearson Construction, LLC
By: 
Harry Pearson, Sr.
Its: President

Witness

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pearson Construction, LLC, by: Harry Pearson, Sr., its: President, whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily as her act on the day the same bears date.


Given under my hand and official seal the 16TH day of April, 2007.

My Commission Expires



Notary Public

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES SEP 26, 2011
BONDED BY NOTARY PUBLIC UNDERWRITERS


20070420000184740 3/3 \$47.00
Shelby Cnty Judge of Probate, AL
04/20/2007 03:10:43PM FILED/CERT

Shelby County, AL 04/20/2007
State of Alabama

Deed Tax: \$30.00