

**SEND TAX NOTICE TO:**

James Lee Moore, Jr  
Tammy C. Moore  
266 Old Cahaba Trail  
Helena, 35080

**THIS INSTRUMENT PREPARED BY:**

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



20070810000377630 1/2 \$14.50  
Shelby Cnty Judge of Probate, AL  
08/10/2007 02:29:20PM FILED/CERT

**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 FOUR THOUSAND, NINE HUNDRED AND NO/100'S DOLLARS---**  
**(\$204,900.00)**

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

**Thomas H. Samuelson and wife, Rebecca J. Samuelson**

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

**James Lee Moore, Jr, and wife, Tammy C. Moore**

(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 113, ACCORDING TO THE SURVEY OF OLD CAHABA, WINTER CREST SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

**SITUATED IN SHELBY COUNTY, ALABAMA.**

This being that same property conveyed to Thomas H. Samuelson and Rebecca J. Samuelson by deed dated 10-14-2005 and filed 11-08-2005, in Instrument 20051108000583690.

**Subject to:**

1. Taxes, assessments or dues from the local district for for the Year 2007, and Subsequent years, a lien not yet due and payable.
2. 20- foot minimum building setback line from Old Cahaba Trail and 10-foot easement along Southerly side of said lot as shown on survey prepared by Laurence D. Weygand, Reg. P.E. & L.S. #10373;survey dated November 16,1999; survey order no. 93740.
3. 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 # 1998-29995 and instrument #1998-19220.
4. Riparian or water rights, claims, or title whether or not shown by the public records on the Cahaba River.
5. Right of Way to Shelby County as recorded in Volume 155, Page 131; Volume 155, Page 425 and Lis Pendens Book 2, Page 165.
6. Right of way to Alabama Power Company as recorded in Volume 247, Page 852; Volume 131, Page447 and Volume 139, Page 238.
7. Reservation of mineral and mining rights in the instrument recorded in Volume 61, Page 164, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest.
8. Covenants and Agreements relating to the Roadway easement as recorded in Volume 133, Page 277.
9. Mineral and mining rights in Volume 61, Page 164.
10. Oil, gas, and minerals and all other subsurface interest in, to or under the land herein described.
11. Easements or claims of easements not shown by the public records.

\$163,900.00 and \$40,980.00 of the consideration set out hereinabove was paid from the proceeds of first and second mortgages filed 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**, 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) have hereunto set my (our) hand(s) and seal(s), this **June 26, 2007**.

\_\_\_\_\_(Seal) Thomas H. Samuelson \_\_\_\_\_(Seal)  
Thomas H. Samuelson  
\_\_\_\_\_(Seal) Rebecca J. Samuelson \_\_\_\_\_(Seal)  
Rebecca J. Samuelson

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas H. Samuelson and Rebecca J. Samuelson, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), 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 official seal this 26th day of June, 2007.

[Signature]  
\_\_\_\_\_  
Notary Public. \_\_\_\_\_(Seal)  
My Commission Expires: 12-30-07

