This instrument was prepared by: David A. Bedgood 140 Bowling Lane Pelham, Alabama 35124

SEND TAX NOTICE TO: Colonel John Ritchie & Joan Terry Ritchie K.b. BOX 74 35243

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA **COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THIRTY THOUSAND AND NO/100'S (\$30,000.00) DOLLARS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, We, PHILLIP ROBIN REYNOLDS AN UNMARRIED MAN AND JEFFREY SCOTT REYNOLDS, AN UN MARRIED MAN (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto COLONEL JOHN RITCHIE AND JOAN TERRY RITCHIE (herein referred to as GRANTEES, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in SHELBY County, Alabama to-wit:

See Attached Exhibit A

SUBJECT TO:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- (a) Taxes or special assessments that are not shown as existing liens by the 2. records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records **3.** but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public 4. Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance **5.** affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- Any mineral or mineral rights leased, granted or retained by current or prior 6. owners.
- Taxes and assessments for the year 2008 and subsequent years, not yet due 7. and payable.

This conveyance is made subject to covenants, restrictions, reservations, easements and rightsof-ways, if any, heretofore imposed of record affecting Grantor's title to said property, and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

THE GRANTORS HEREIN ARE THE SURVIVING GRANTEES OF THAT CERTAIN DEED RECORDED IN BOOK 262 PAGE 259 IN SHELBY COUNTY, ALABAMA.

The preparer of this instrument has served as a scrivener only and has not examined title to the property for purposes of Grantors's representations made herein or rendered any opinion with respect thereto.

TO HAVE AND TO HOLD to the said GRANTEES as joint tenants, with right of survivor ship, 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 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

20080801000309490 1/3 \$47.00 Shelby Cnty Judge of Probate, AL

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Shelby County, AL 08/01/2008 State of Alabama

Deed Tax:\$30.00

IN WITNESS WHEREOF ,we ,PHILLIP ROBIN REYNOLDS AND JEFFREY SCOTT REYNOLDS, have hereunto set my (our) hand(s) and seal(s) this the 27 km day of JULY, 2008

PHILLIP ROBIN REYNOLDS (SEAL)

(SEAL)

JEFFREY SCOTT REYNOLDS

STATE OF ALABAMA COUNTY OF SHELBY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, here by certify that <u>PHILLIP</u> <u>ROBIN REYNOLDS AND JEFFREY SCOTT REYNOLDS</u> 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 official seal this 2010 day of JULY, 2008

Notary Public

My commission expires



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Exhibit "A"

Parcel 1

A parcel of land in the Southwest ¼ of the Southwest ¼ of Section 35, Township 19 South, Range 1 West, described as follows:

Commencing at a point where the West boundary line of the Southwest ¼ of the Southwest ¼, Section 35, Township 19 South, Range 1 West intersects the Northeast Right of Way line of the Chelsea-Columbiana Paved Road; run thence along the said Right of Way South 30 degrees 00 minutes East a distance of 210 feet to the south corner of the Harold H. Blackerby lot and the point of beginning of the lot herein conveyed; run thence North 40 degrees 00 minutes East along the Southeast boundary line of the said Blackerby lot a distance of 150 feet; turn thence an angle to the right and run parallel to the Northeast Right of Way of said road, a distance of 150 feet; turn thence an angle to the right and run parallel to the Southeast boundary line of said Blackerby lot a distance of 150 feet to the Northeast Right of Way line of said road; run thence North 30 degrees 00 minutes West along said Right of Way a distance of 150 feet to the point of beginning.

Parcel 2

A parcel of land in the Southwest ¼ of the Southwest ¼ of Section 35, Township 19 South, Range 1 West, described as follows:

Commencing at a point where the West boundary line of the Southwest ¼ of the Southwest ¼, Section 35, Township 19 South, Range 1 West intersects the Northeast Right of Way line of the Chelsea-Columbiana paved road; run thence along the said Right of Way South 30 degrees 00 minutes East a distance of 360 feet to the point of beginning of the lot herein conveyed; the same being the South most corner of a lot now owned by the Grantees herein; run thence North 40 degrees 00 minutes East along the Southeast boundary line of the lot presently owned by the Grantees a distance of 150 feet; thence turn an angle to the right and run parallel to the Northeast Right of Way line of said road a distance of 30 feet; run thence an angle to the right in a Southwesterly direction and parallel to the Northerly line of the lot being described a distance of 150 feet to the Northeast Right of Way line of said road; run thence North 30 degrees 00 minutes West along said Right of Way in a Northerly direction a distance of 30 feet to the point of beginning.

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