

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney NAJJAR DENABURG, P.C. 2125 Morris Avenue Birmingham, Alabama 35203

SEND TAX NOTICE TO:
James Allen Wright

P.O.Box 208 Alabaster, Al 35007

CORPORATION WARRANTY DEED

THE STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

That in consideration of TEN AND NO/100 DOLLARS, (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the undersigned, JAW, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by James Allen Wright, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR do by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 178, according to the Survey of Lacey's Grove Phase 2 as recorded in Map Book 38, Page 19 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Ad valorem taxes.
- As a part of the consideration recited above, grantee herein assumes and agrees to pay the balance of that certain mortgage given by JAW, Inc. to SouthPoint Bank, in the amount of \$114,000.00, dated October 23, 2008, filed October 27, 2008, and recorded in Instrument #20081027000417770, in the Probate Office of Shelby County, Alabama, the present principal balance of which is \$114,000.00.
- 3. Subject to the outstanding statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America by virtue of a foreclosure sale held on January 16, 2008. Said statutory right of redemption arises out of that certain foreclosure deed recorded in Instrument #20080117000023100 in the Office of the Judge of Probate of Shelby County, Alabama. Said rights to expire one (1) year from date of foreclosure, i.e. January 16, 2009.
- Easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Covenants, Conditions, and Restrictions for Lacey's Grove, Phase I, as recorded in Instrument #20051013000532900, amended in Instrument #20051013000532900 and in Instrument #20061221000621000.
- Restrictions, public utility easements, covenants, notes and building setback lines as set forth on Map Book 38, Page 19.
- Title to all oil, gas and minerals within and underlying the premises, together with all oil 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 106, Page 565 in the Probate Office of Shelby County, Alabama.
- 7. Transmission line permit to Alabama Power Company as recorded in Deed Book 102, Page 266; Deed Book 102, Page 264 and Deed Book 102, Page 265.

- Easement to Shelby County as recorded in Deed Book 154, Page 499 and 501, in the Office 8. of the Judge of Probate of Shelby County, Alabama.
- Riparian and other rights created by the fact that subject property lies adjacent to or is bounded by a lake and/or creek.
- Non-Exclusive easement for ingress and egress as created by that certain mortgage recorded 10. under Instrument #20041012000563170.
- Right of way to Alabama Power Company as recorded in Instrument #20050801000385500 11. and in Instrument #20050803000393820, in the Office of the Judge of Probate of Shelby County, Alabama.
- Grant of Land Easement and Restrictive Covenants to Alabama Power Company for underground facilities as recorded in Instrument #20061212000601470.
- Release of damages as recorded in Instrument #20051025000554700. 13.

This deed is prepared without the benefit of title insurance or title examination or survey at the request of the grantor and grantee herein. No certification is made as to title. No certification is made as to easements and encroachments, if any.

TO HAVE AND TO HOLD to the said GRANTEE, his heirs and assigns forever.

And said JAW, Inc., a corporation, does for itself, its successors and assigns, covenant with the said GRANTEE, his heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said JAW, Inc., a corporation, by its President, James Allen Wright, who is authorized to execute this conveyance, has hereto set his signature and seal, this day of <u>December</u>, <u>2008</u>.

JAW, Inc.

James Allen Wright BY:

President

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James Allen Wright name as President, of JAW, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of December, 2008

Caraly D Watson

NOTARY PUBLIC

My commission expires: 11-10-2009

200901070000004920 2/2 \$24.00 Shelby Cnty Judge of Probate, AL

01/07/2009 01:42:13PM FILED/CERT

(SEAL)

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