

SEND TAX NOTICE TO:  
Brian Gemmill and Ashley Gemmill  
1913 Gallant Fox Drive  
Helena, AL 35080

This instrument was prepared by  
Shannon E. Price, Esq.  
P. O. Box 19144  
Birmingham, AL 35219

903140

  
20090406000124750 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
04/06/2009 12:59:55PM FILED/CERT

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**

**SHELBY COUNTY**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of **ONE HUNDRED TWENTY NINE THOUSAND NINE HUNDRED AND NO/100 (\$129,900.00) DOLLARS** to the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged, **JANCEY DENISE FERGUSON, n/k/a JANCEY DENISE DRIVER AND HAROLD JUSTIN DRIVER, WIFE AND HUSBAND**, (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Brian Gemmill and wife, Ashley Gemmill**, (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 72, ACCORDING TO THE SURVEY OF DEARING DOWNS, NINTH ADDITION, PHASE IV, AS RECORDED IN MAP BOOK 15, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

This being that same property conveyed to Jancey Ferguson by deed dated 11-25-2003 and filed 12-22-2003 in Instrument 20031222000822120.

Subject to: (1) Taxes for the year 2009 and subsequent years (2) Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any (3) Mineral and mining rights, if any.

\$ 128,973.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

**JANCEY FERGUSON AND JANCEY DENISE FERGUSON ARE ONE AND THE SAME PERSON.**

Subject to:

1. Real estate taxes for the year 2009 and subsequent years, not yet due and payable.
2. Municipal improvements assessments, fire district dues and homeowners' association fees against subject property, if any.
3. Anything to the contrary notwithstanding, this policy, (policy to be issued if in a commitment), does not attempt to set out any ownership interest in any oil, gas, and minerals or any rights in connection herewith, and said oil, gas, and mineral interests, and all rights of entry, including the right to mine or extract such oil, gas and mineral interests are not insured. Nothing herein shall insure against loss or damage resulting from subsidence.
4. Any facts, rights, interest, or claims that are not shown by the Public Records abu that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
5. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate or completed land survey of the Land and not shown by the Public Records.
7. Any mineral or mineral rights leased, branded or retained by current or prior owners.
8. Easements and building line as shown on recorded map(s).
9. Restrictions as shown on recorded map(s).
10. Notes as shown on recorded map(s).
11. Agreement with regard to sanitary sewer system as set out in Deed Book 299, Page 358 and Shelby Real

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Shelby County, AL 04/06/2009  
State of Alabama

Deed Tax: \$1.00



12. Transmission line permit granted Alabama Power Company as set forth in Deed Book 55, Page 454.
13. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto.
14. Restrictions appearing of record in Shelby Real 382, Page 851, abu deleting any restrictions based on race, color, creed or national origin.

**TO HAVE AND TO HOLD** Unto the said **GRANTEE(S)** 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 **GRANTEE(S)**, 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 **GRANTEE(S)**, 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 25<sup>th</sup> day of March, 2009.

Harold Justin Driver (Seal)  
HAROLD JUSTIN DRIVER

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 HAROLD JUSTIN DRIVER, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of March, 2009.

Don P. Hark Notary Public. (Seal)  
My Commission Expires: 3/28/2010

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), this \_\_\_\_\_ day of March, 2009.

Jancey Denise Driver (Seal)  
JANCEY DENISE FERGUSON, N/K/A JANCEY DENISE DRIVER

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 JANCEY DENISE FERGUSON, N/K/A JANCEY DENISE DRIVER, husband and wife, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of March, 2009.

Briggett A. Ogburn Notary Public. (Seal)  
My Commission Expires: 08-18-10

