



20090430000158810 1/3 \$132.50

Shelby Cnty Judge of Probate, AL

04/30/2009 08:54:13 AM FILED/CERT

Shelby County, AL 04/30/2009

State of Alabama

Deed Tax : \$115.50

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge
Birmingham, Alabama 35244

JAMES SCOTT PERNER
2001 LAKESIDE LANE
BIRMINGHAM, AL 35244-1472

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~
Shelby

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

Know All Men by These Presents: That in consideration of **FIVE HUNDRED SEVENTY ONE THOUSAND DOLLARS 00/100 (\$571,000.00)** to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt of which is acknowledged, I/we, **CHARLES M. DIGGS and PATRICIA M. DIGGS, HUSBAND and WIFE** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **JAMES SCOTT PERNER and MONICA KELLY PERNER**, (herein referred to as GRANTEEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **JEFFERSON** County, Alabama, to-wit:

PARCEL I

Lot 1, according to the Survey of Park Lane Addition to Riverchase, as recorded in Map Book 11, Page 17, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT:

A part of Lot 1, Park Lane Addition to Riverchase, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 11, Page 17, said part of Lot 1, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 (also being the Northwest corner of Lot 2) run in an Easterly direction along the common line of said Lots 1 and 2 for a distance of 171.27 feet to an existing iron pin; thence turn an angle to the right of 34 degrees 13 minutes and run in a Southeasterly direction for a distance of 67.00 feet; thence turn an angle to the left of 160 degrees 13 minutes 14 seconds and run in a Northwesterly direction for a distance of 51.62 feet; thence turn an angle to the left of 53 degrees 25 minutes 44 seconds and run in a Westerly direction for a distance of 82.23 feet to an existing iron pin; thence turn an angle to the left of 3 degrees 01 minutes 24 seconds and run in a Westerly direction for 114.21 feet, more or less, to the point of beginning.

PARCEL II

Part of the NW 1/4 of the NW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Park Lane Addition to Riverchase, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 11, Page 17, which is also the most Southerly corner of Lot 286, Riverchase Country Club 9th Addition, as recorded in Map Book 8, Page 46 A & B, run in a Southerly direction along the East line of said Lot 1 for a distance of 101.65 feet to a corner of said Lot 1; thence turn an angle to the left of 21 degrees 42 minutes 09 seconds and run in a Southeasterly direction for a distance of 50.45 feet to the most Southerly corner of said Lot 1; thence turn an angle to the left of 130 degrees 55 minutes 17 seconds and run in a Northeasterly direction for a distance of 141.60 feet to an existing iron pin; then turn an angle to the left of 102 degrees

09 minutes 34 seconds and run in a Northwesterly direction for a distance of 86.81 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

1. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2008 WHICH CONSTITUTE A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2009.**
2. **RESTRICTIONS OR COVENANTS RECORDED IN MISC. VOLUME 14, PAGE 536 AND AMENDED BY MISC. VOLUME 17, PAGE 550 AND MISC. VOLUME 34, PAGE 549.**
3. **MINERAL AND MINING RIGHTS AND RIGHTS INCIDENT THERETO RECORDED IN VOLUME 127, PAGE 140.**
4. **AGREEMENT WITH ALABAMA POWER COMPANY RECORDED IN REAL 166, PAGE 73.**
5. **RESTRICTIONS REGARDING ALABAMA POWER COMPANY RECORDED IN REAL 166, PAGE 76.**
6. **TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY RECORDED IN DEED BOOK 156, PAGE 418.**
7. **DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (RESIDENTIAL), AS RECORDED IN MISC. BOOK 14, PAGE 536, AS AMENDED IN MISC. BOOK 17, PAGE 550 AND AMENDED BY REAL 159, PAGE 111 AND NOTICE OF COMPLIANCE CERTIFICATION RECORDED IN MISC. BOOK 34, PAGE 549.**
8. **RELEASE OF DAMAGES AS RECORDED IN THAT CERTAIN DEED RECORDED IN REAL 159, PAGE 111.**
9. **EASEMENT TO ALABAMA POWER COMPANY RECORDED IN SHELBY REAL 386, PAGE 418.**
10. **THE RIGHTS OF UPSTREAM AND DOWNSTREAM RIPARIAN OWNERS WITH RESPECT TO ANY BODY OF WATER WHICH MAY LIE ADJACENT TO, AND/OR TRAVERSING THROUGH, SUBJECT PROPERTY.**
11. **EASEMENT(S) AS SHOWN BY RECORDED MAP.**
12. **BUILDING LINE(S) AS SHOWN BY RECORDED MAP.**

\$417,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

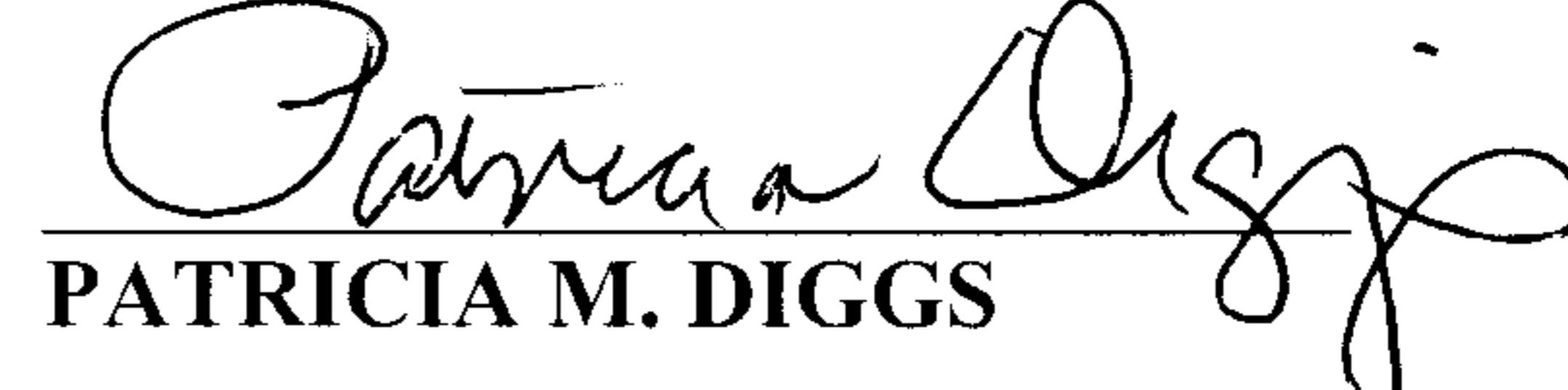
\$38,600.00 of the consideration herein was derived from a second mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEEES 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 GRANTEEES, 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 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 GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, **CHARLES M. DIGGS** and **PATRICIA M. DIGGS**, have hereunto set his, her or their signature(s) and seal(s), this the 22nd day of April, 2009.


CHARLES M. DIGGS


PATRICIA M. DIGGS

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **CHARLES M. DIGGS** and **PATRICIA M. DIGGS**, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 22nd day of April, 2009.



Notary Public

My commission expires: 7/16/10


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