

This instrument was prepared by:
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105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:

170 Cove Lane
Pelham, AL 35124

**STATE OF ALABAMA
COUNTY OF SHELBY**

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

Know All Men by These Presents: That in consideration of **TWO HUNDRED FORTY ONE THOUSAND AND NO/100 DOLLARS (\$241,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **JOHN D. WORTHAM AND DORIS N. WORTHAM (f/k/a DORIS N. OWENS), HUSBAND AND WIFE** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **TRAVIS D. CHERRY AND TAMMY L. CHERRY** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 29, according to the Survey of Indian Creek, Phase III, as recorded in Map Book 14, Page 74, in the Probate Office of Shelby County, Alabama.

Subject to:

- (1) Taxes or assessments for the year 2009 and subsequent years not yet due and payable;
- (2) Mineral and mining rights not owned by the Grantor
- (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 15, Page 74. (b) Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin) as set forth in the document recorded in Real Volume 367, Page 777, and Map Book 15, Page 74 in the official records of Shelby County. (c) Building setback lines of 35' from Indian Landing Road as recorded in Map Book 15, Page 74. (d) 10' easement across the rear as shown on recorded map. (e) Subject to a flood line that runs through the rear 1/3 of the property. (f) Riparian and other rights created by the fact that the subject property lies adjacent to Bishop Creek. (g) Transmission line permit to Alabama Power Company as recorded in Deed Book 121, Page 41. (h) Subject to surface conditions as to sinkholes as recorded in Map Book 15, Page 74. (i) Easement to the City of Pelham as recorded in Lis Pendens 6, Page 326.

\$236,634.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, 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 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 grantees, his, her or their heirs and assigns forever, against the lawful claims of all persons.

To Have And To Hold to 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 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 grantees, and, if one does not



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survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

this 19th day of JUNE, 2009. In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s)

John D. Wortham

Doris N. Wortham
(f/k/a Doris N. Owens)

STATE OF ALABAMA
COUNTY OF JEFFERSON

The undersigned, a Notary Public in said and for said County, in said State, hereby certify that **John D. Wortham and Doris N. Wortham (f/k/a Doris N. Owens)**, 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 this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of JUNE, 2009.

Notary Public