

9071092

SEND TAX NOTICE TO:

Daniel Christopher Collins and Katherine
Collins
524 River Crest Way
Helena, Alabama 35080

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



20090814000314640 1/2 \$17.50
Shelby Cnty Judge of Probate, AL
08/14/2009 02:38:23 PM FILED/CERT

CORPORATION FORM WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Jefferson

That in consideration of **One Hundred Seventy Thousand dollars & no cents (\$170,000.00)**

To the undersigned grantor, **New South Federal Savings Bank** a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Daniel Christopher Collins and Katherine Collins, husband and wife (herein referred to as GRANTEEES), as joint tenants, with right of survivorship, the following described real estate, situated in **Shelby** County, Alabama, to-wit:

**LOT 1854, ACCORDING TO THE SURVEY OF OLD CAHABA V, THIRD
ADDITION AS RECORDED IN MAP BOOK 37, PAGES 6A & 6B, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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.

\$166,920.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

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. 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 .
8. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 37, Page 6A & 6B.
9. 20' building line front as shown on recorded Map Book 37, Page 6A & 6B.
10. 10' easement rear as shown on recorded Map Book 37, Page 6A & 6B.
11. Title to all oil, gas and minerals within and underlying the premises, together with all oil and 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 Book 15, Page 415; Book 61, Page 164, Real Vol. 133, Page 277 and Real Vol. 321, Page 629.
12. Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Map Book 36, Page 105-A and Map Book 37, Page 6-b in the Probate Office of Shelby County, Alabama.
13. Transmission Line Permits granted to Alabama Power Company recorded in Deed Book 134, Page 85; Deed Book 131, Page 447; Deed Book 257, Page 213; Real Volume 46, Page 69 and Deed Book 230, Page 113.

**CORPORATION FORM WARRANTY DEED,
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Shelby County, AL 08/14/2009
State of Alabama
Deed Tax : \$3.50

14. Easement and/or right of way to Shelby County recorded in Deed Book 155, Page 331; Deed Book 155, Page 425, Book 2, Page 16 and Book 156, Page 203.
15. Easement to Alabama Power Company as recorded in Instrument 20051031000564130.
16. Rights of public and the State of Alabama, in any, to lands lying below the high water mark, lands that have been created by artificial means, riparian rights and subject also to the rights of the Federal Government's control over navigable waters and public rights of access to any navigable waters.
17. All outstanding rights of redemption in favor of all persons and entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated 5-19-09 and recorded on 5-26-09 in Instrument 20090526000197120, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD Unto 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 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, their heirs and assigns, that 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, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its V.P., who is authorized to execute this conveyance, has hereto set its signature and seal, this July 31, 2009.

New South Federal Savings Bank

By: Wade Parker

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wade Parker whose name as VP, of New South Federal Savings Bank, 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 31st day of July, 2009.

Kristy L. Walker
Notary Public. (Seal)
My Commission Expires: _____

**MY COMMISSION EXPIRES
MARCH 16, 2013**