

SEND TAX NOTICE TO:
Warren Benard Melerine, Jr. and JoAnn
Russell Melerine
123 Sunflower Place
Alabaster, Alabama 35007

This instrument was prepared by
Richard B. McClelland, Attorney
1821 Third Avenue North
Bessemer, AL 35020


20090821000322100 1/2 \$16.50
Shelby Cnty Judge of Probate, AL
08/21/2009 09:19:19 AM FILED/CERT

Shelby County, AL 08/21/2009

State of Alabama
Deed Tax : \$2.50

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **One Hundred Thirty Five Thousand dollars & no cents (\$135,000.00)**
To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,
LaToya Evette Stewart, an unmarried woman (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto
Warren Benard Melerine, Jr. and JoAnn Russell Melerine, husband and wife
(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 121, ACCORDING TO THE SURVEY OF GRANDE VIEW GARDEN &
TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 26, PAGE
16, 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.

**\$132,554.00 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.
4. 10' easement along rear lot line as shown on recorded Map Book 26, Page 16.
5. Declaration of Protective Covenants recorded in Instrument 1995-5892; 1" amendment recorded in Instrument 1995-28543; Supplementary Declaration of Protective Covenants recorded in Instrument 1995-28544; Supplementary Declaration of Protective Covenants recorded in Instrument 1996-0339; Supplementary Declaration of Protective Covenants recorded in Instrument 1996-26258; Supplementary Declaration of Protective Covenants recorded in Instrument 1996-29192; amended by Instrument 1996-37928; Supplementary Declaration of Protective Covenants recorded in Instrument 1996-37929; Supplementary Declaration of Protective Covenants recorded in Instrument 1999-38603; Supplementary Declaration of Protective Covenants recorded in Instrument 2000-4501; Supplementary Declaration of Protective Covenants recorded in Instrument 2000-1048; Supplementary Declaration of Protective Covenants recorded in Instrument 20031029000722160 and Supplementary Declaration of Protective Covenants recorded in Instrument 20040223000092860, in the Probate Office of Shelby County, Alabama.
6. Articles of Incorporation of Grande View Homeowners Association, recorded in Instrument 1995-5890 and Bylaws recorded in Instrument 1999-5891, in the Probate Office of Shelby County, Alabama.
7. Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 1999-45091 and Instrument 1999-39816, in the Probate Office of Shelby County, Alabama.
8. Rights, easements, restrictions or covenants granted Alabama Power Company, City of Alabaster and

WARRANTY DEED, JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP

L & S by L G, a i f.

Francis M. Randall and Harriett Randall as referred to in that certain deed recorded in Instrument 1994-26505, in the Probate Office of Shelby County, Alabama.

- 9. Right of Way granted to Alabama Power Company by instrument recorded in Deed Volume 138, page 170 in the Probate Office of Shelby County, Alabama.
- 10. Mineral and mining rights and rights incident thereto recorded in Deed Book 5, page 355; Deed Book 4, page 422 and Deed Book 48, page 427, in the Probate Office of Shelby County, Alabama.
- 11. Grantor's disclaimer of Liability for Soil, Underground Conditions, etc. Grantor makes no representations or warranties concerning the condition of the property or its suitability for construction of a residence, except to the extent expressly and specifically set forth herein. Grantee undertakes the full obligation to investigate and determine all conditions of the Property that are material to Grantee's decision to purchase. Grantee understands and agrees that Grantor shall have no liability for sinkholes, limestone formations, underground mines, or any other surface or sub-surface, known or unknown, that may now or hereafter exist or occur or cause damage to person, property, or buildings or prevent adequate support for improvements. Grantee does forever release Grantor from all damage arising out of the condition of the soil or for the condition of the surface or subsurface of the Property, an this release shall constitute a covenant running with the land.

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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, 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 **GRANTEES**, 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 **August 14, 2009**.

LaToya Evette Stewart (Seal)
LaToya Evette Stewart, By: Lourdes Ferreiro, Attorney in Fact
by Lourdes Ferreiro, attorney in fact

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **LaToya Evette Stewart, an unmarried woman, whose name is signed by Lourdes Ferreiro, as Attorney in Fact**, to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he (she), in his (her) capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the date the same bears date. Given under my hand and seal on **August 14, 2009**.

Richard B. McClelland

 Notary Public

Richard B. McClelland

My commission expires: My Commission Expires: 10-19-2010



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