

This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:

1008 Village Trl.
Calera, AL 35040

**STATE OF ALABAMA
COUNTY OF SHELBY**

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

Know All Men by These Presents: That in consideration of **ONE HUNDRED THREE THOUSAND NO/100 DOLLARS (\$103,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantees herein, the receipt of which is acknowledged, I or we, **JAMES E. CROCKETT AND KIMBERLY M. CROCKETT, HUSBAND AND WIFE** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **MISTY H. HOLLOMAN AND NICHOLAS W. HOLLOMAN** (herein referred to as grantees), the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 138-B, according to the survey of Waterford Village, Sector 1, as recorded in Map Book 27, Page 100, 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) Declaration of restrictions, covenants and easements, as recorded in Instrument # 2000-40215, amended in Instrument #2001-12819. (b) Articles of Incorporation of Waterford's Homeowner's Association as recorded in Instrument #1999-49065 and in Instrument #2001-12817. (c) Ordinance with the City of Calera, as recorded in Instrument #2000-0006. (d) Right of Way to Shelby County, as recorded in Deed Book 240, page 36. (Grant to the State of Alabama for railroad, as recorded in Real Book 278, page 5. (f) Release of Damages as forth in Real 345, page 744 and in Instrument #1995-1640. (g) Title to all oil, gas and minerals within and underlying the premises, together with all oil 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 Instrument #1995-1640 and Real 345, Page 744 in the Probate Office of Shelby County, Alabama.

ALL 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 grantees, 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



20091006000377570 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
10/06/2009 09:04:45 AM FILED/CERT

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

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s)
this 30 day of September, 2009.

James E. Crockett
James E. Crockett

Kimberly M. Crockett
Kimberly M. Crockett

STATE OF ALABAMA
COUNTY OF SHELBY

The undersigned, a Notary Public in said and for said County, in said State, hereby certify that **James E. Crockett and Kimberly M. Crockett**, 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 30 day of September 2009.

Brandy O. Brasher
Notary Public
My commission expires
2-5-12

