

## WARRANTY DEED

This Instrument Was Prepared By:

Luke A. Henderson, Esquire  
#17 Office Park Circle  
Birmingham, Alabama 35223

SEND TAX NOTICE TO:

Thomas E. Gilbert  
Cynthia W Gilbert  
406 Oxford Way  
Pelham, AL 35124

STATE OF ALABAMA            )  
COUNTY OF SHELBY         )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Three Hundred One Thousand Two Hundred and Fifty and NO/100 DOLLARS (\$301,250.00) to the undersigned grantor, **Gibson & Anderson Construction, Inc.**, a corporation, (herein referred to as Grantor), in hand paid by the Grantees herein, the receipt of which is hereby acknowledge, the said Grantor does by these presents, grant, bargain, sell and convey unto **Thomas E. Gilbert and Cynthia W. Gilbert**, Husband & Wife (herein referred to as Grantee) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Lot 2641, according to the Amended Map of Weatherly Highlands The Ledges Sector 26 – Phase Two, as recorded in Map Book 38, Page 94, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set back lines, right of ways, limitations, if any, of record.

\$ 150,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 said Grantee, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, 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 GRANTEE, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Gibson & Anderson Construction, Inc., the said GRANTOR, by Edward T. Anderson, its Vice President who is authorized to execute this conveyance, has hereto set its signature and seal, this 30<sup>th</sup> day of September, 2009


Gibson & Anderson Construction, Inc.

By:   
Edward T. Anderson, Vice President

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON       )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edward T. Anderson, whose name as president of Gibson & Anderson Construction, Inc., 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, in his capacity 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 the 30<sup>th</sup> day of September, 2009.

  
Notary Public

My Commission Expires: 7-26-2012

Shelby County, AL 10/06/2009  
State of Alabama  
Deed Tax : \$151.50