

910051
SEND TAX NOTICE TO:
Johnny L. James, Sr. and Willie A. James
430 Bentmoor Way
Helena, Alabama 35080



2009111200420580 1/2 \$18.50
Shelby Cnty Judge of Probate, AL
11/12/2009 08:53:59 AM FILED/CERT

Shelby County, AL 11/12/2009

State of Alabama
Deed Tax : \$3.50

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

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **One Hundred Seventy Nine Thousand Six Hundred dollars & no cents (\$179,600.00)** To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged, **Cheryl D. Featherstone nka Cheryl D. Bynum-Smith and husband, Javier Smith** (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Johnny L. James, Sr. and Willie A. James, 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 1108, ACCORDING TO THE MAP OF SECOND ADDITION, OLD CAHABA, PHASE III, RECORDED IN MAP BOOK 29, PAGE 33, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Subject to: (1) Taxes for the year 2010 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.

\$176,347.00 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 2010 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. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 29, Page 33.
5. 20' building line on the SW and SE side as shown on recorded Map Book 29, Page 33.
6. Right of Way to Shelby County as recorded in Deed Book 155, Page 331; Deed Book 155, Page 425; Lis Pendens Book 2, Page 165 and Deed Book 156, Page 203.
7. Right of Way to Alabama Power Company as recorded in Deed Book 138, Page 309; Deed Book 131, Page 447; Deed Book 247, Page 853; Deed Book 127, Page 408; Deed Book 134, Page 85; Deed Book 230, Page 113; Deed Book 139, Page 238; Deed Book 257, Page 213 and Real 46, Page 69.
8. Easement granted to Plantation Pipe Line as recorded in Deed Book 112, Page 584 and Deed Book 257, Page 213, Public Records of Shelby County, Alabama.
9. Right of Way to McKenzie Mineral Methane Corporation as recorded in Book 259, Page 610.
10. Timber Deed recorded in Instrument 1997-28869.
11. 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 Instrument 2001-39945 in the Probate Office of

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

*Ch
H.S*



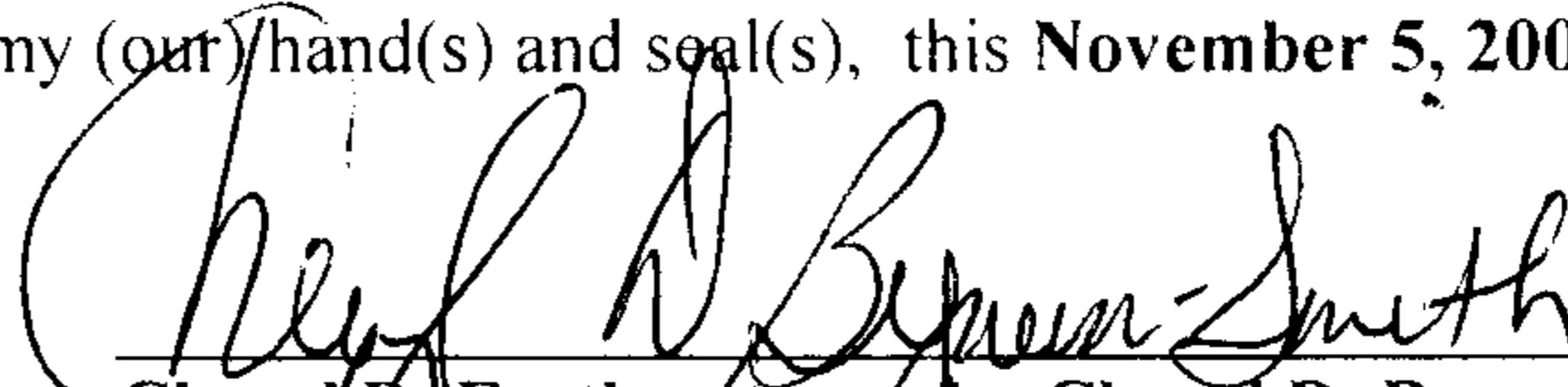
20091112000420580 2/2 \$18.50
Shelby Cnty Judge of Probate, AL
11/12/2009 08:53:59 AM FILED/CERT

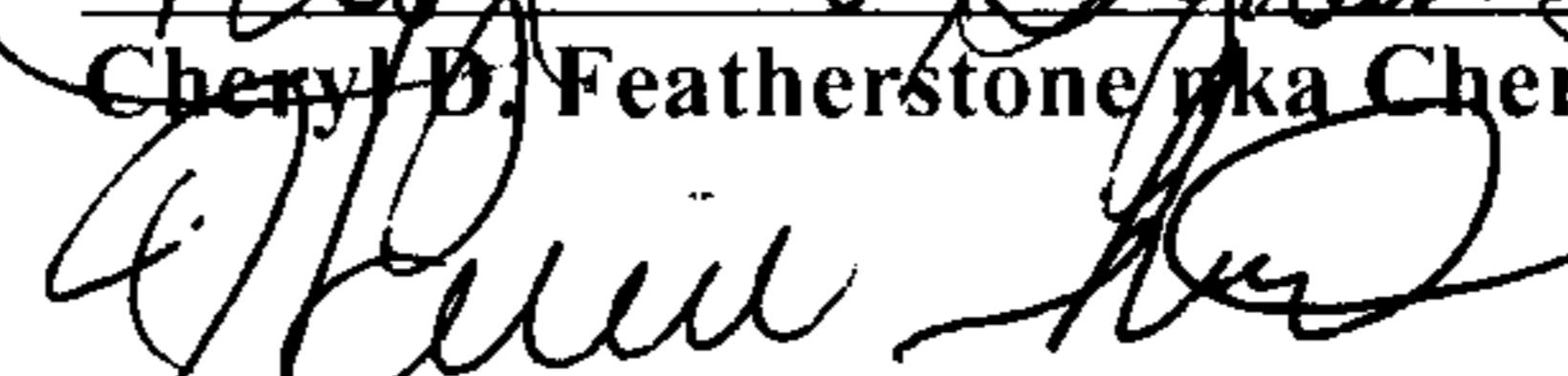
12. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 15, Page 415; Deed Book 61, Page 164; Real Volume 133, Page 277 and Real Volume 321, Page 629.

TO HAVE AND TO HOLD Unto the said **GRANTEE(S)** 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 **GRANTEE(S)**, 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 **GRANTEE(S)**, 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 November 5, 2009.



Cheryl D. Featherstone nka Cheryl D. Bynum-Smith (Seal)


Javier Smith (Seal)

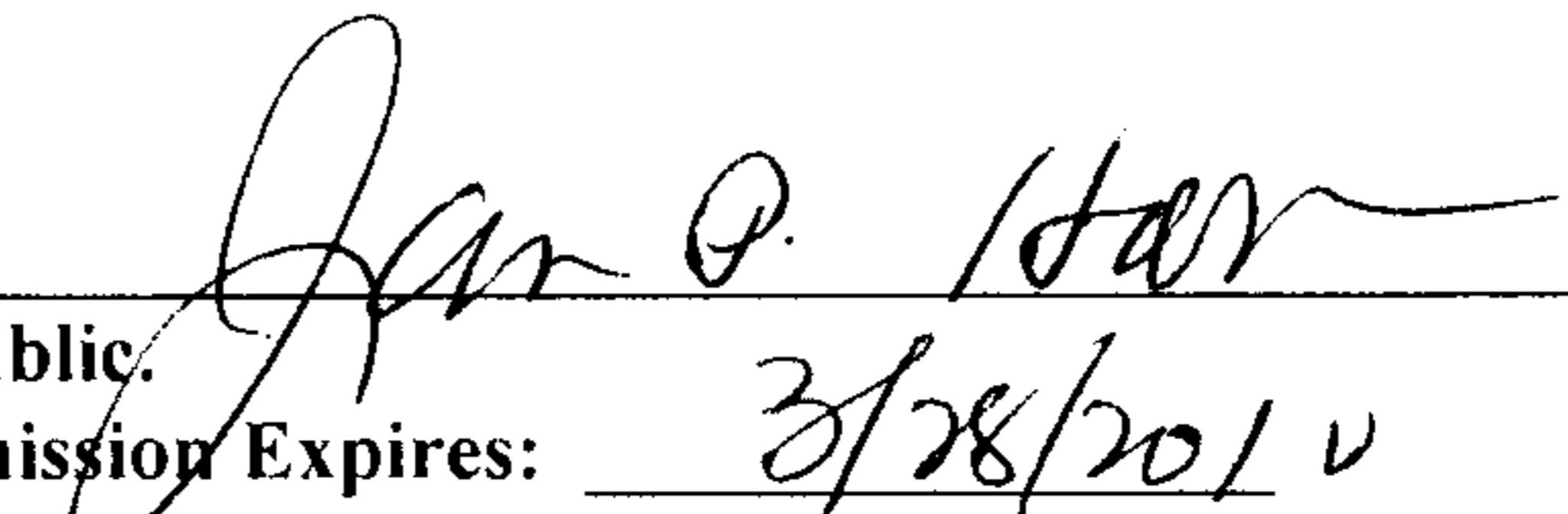
STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, [UserInput as to Name of Notary], a Notary Public in and for said County, in said State, hereby certify that Cheryl D. Featherstone nka Cheryl D. Bynum-Smith and husband Javier Smith, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2009.



Notary Public
My Commission Expires: 3/28/2011 (Seal)