

911034

SEND TAX NOTICE TO:

Toi Van Huynh, Hai Van Trung Dong and
Khoa Thi Minh Huynh
360 Chesser Plantation Lane
Chelsea, Alabama 35043



20091204000446900 1/2 \$31.50
Shelby Cnty Judge of Probate, AL
12/04/2009 01:22:57 PM FILED/CERT

Shelby County, AL 12/04/2009

State of Alabama
Deed Tax : \$15.50

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

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **One Hundred Seventy Nine Thousand Nine Hundred dollars & no cents (\$179,900.)** To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged, **Jane Archibald Wilkins, n/k/a Jane Hall Archibald, a single woman** (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Toi Van Huynh and wife, Nhung Thi Nguyen and Hai Van Trung Dong and husband Khoa Thi Minh Huynh** (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 74, ACCORDING TO THE AMENDED PLAT OF CHESSER
PLANTATION PHASE I - SECTOR I, AS RECORDED IN MAP BOOK 31,
PAGE 21 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

**TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE
COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE
CHESSER PLANTATIONS DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RECORDED UNDER INSTRUMENT NUMBER
2002-10788 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA
(WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").**

SITUATED IN 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.

\$164,743.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

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 31, Page 21A&B.
5. 10' utility easement along the southern property line as shown on recorded Map Book 31, Page 21A&B.
6. Transmission line permits granted to Alabama Power Company as recorded in Deed Book 127, Page 317; Deed Book 102, Page 138 and Deed Book 104, Page 525, in said Probate Office.

fae

7. Easement(s) to Alabama Power Company as set out in Instrument 2002-46358, in said Probate Office.
8. Declaration of easement as set out in Instrument 2001-21357, in said Probate Office.
9. 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 69, Page 177.
10. 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 29, Page 130 A&B and amended in Map Book 31, Page 21 A&B and Instrument 2002030600010788, in said Probate Office of Shelby County, Alabama.
11. Right of Way to Shelby County as recorded in Deed Book 95, Page 507.
12. Release of damages as recorded in Instrument 200312103000783980.
13. 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.

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 27, 2009.

Jane Archibald Wilkins (Seal)
Jane Archibald Wilkins, n/k/a Jane Hall Archibald

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jane Archibald Wilkins, n/k/a Jane Hall Archibald, a single woman 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of November, 2009.

Jane Hall

Notary Public. _____ (Seal)
My Commission Expires: 3/28/2010

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