

09-0444

CORRECTIVE WARRANTY DEED

20091229000472810 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
12/29/2009 10:39:05 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

That, in consideration of \$254,521.00 to the undersigned Grantor, **Jimmie Parker Custom Homes, Inc., an Alabama Corporation**, in hand paid by the Grantee named herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto **James R. Clark** (herein referred to as "Grantee") the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 10, according to the Survey of Deer Ridge Lakes, Sector 2, Phase II, as recorded in Map Book 33, Page 116, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS INSTRUMENT IS BEING EXECUTED AND RECORDED IN ORDER TO CORRECT THAT CERTAIN WARRANTY DEED DATED OCTOBER 14, 2004 AND RECORDED ON OCTOBER 20, 2004 IN SHELBY COUNTY, ALABAMA AS INSTRUMENT #20041020000578310, TO REFLECT THE CORRECT LEGAL NAME OF THE ENTITY CONVEYING THE PROPERTY.

Subject to taxes for the year 2005 and subsequent years, easements, restrictions, reservations, rights-of way, limitations, covenants and conditions of record, if any, and mineral and mining rights, if any.

\$239,521.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

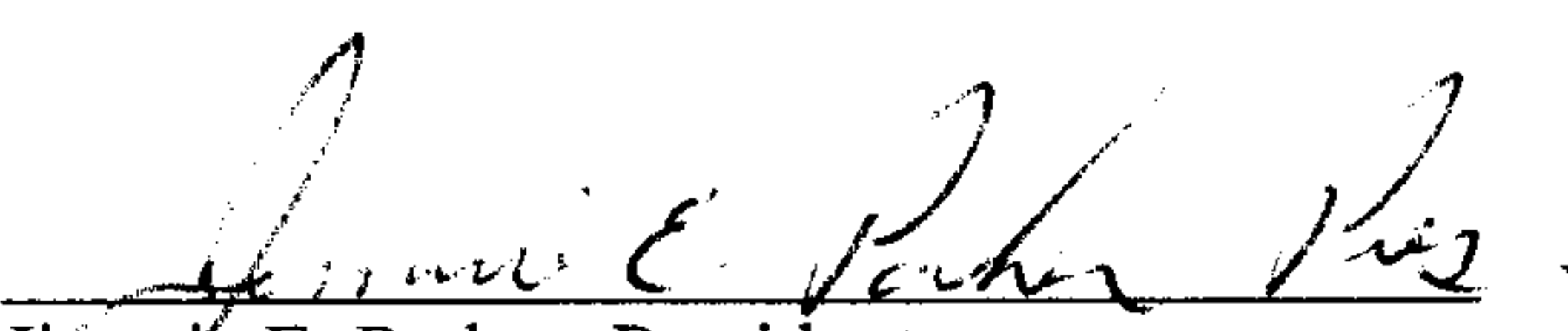
TO HAVE AND TO HOLD, to the said Grantee forever. This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its individual or corporate capacity, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.

IN WITNESS WHEREOF, the said GRANTOR, who is authorized to execute this conveyance, has hereto set its signature and seal this the 10th day of December, 2009.

Jimmie Parker Custom Homes, Inc.

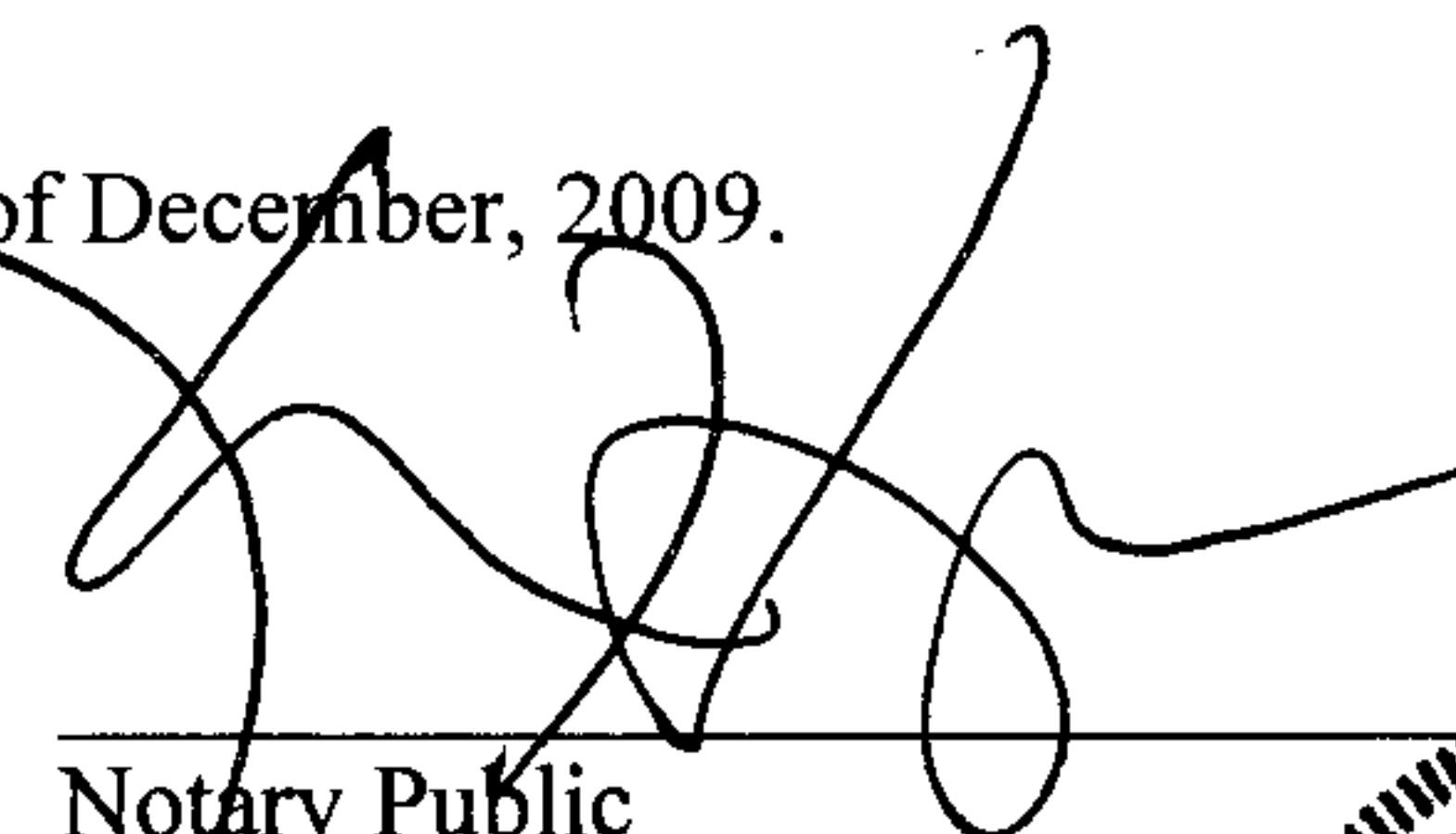
By:


Jimmie E. Parker, President
Grantor

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jimmie E. Parker, President of Jimmie Parker Custom Homes, Inc., whose name 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 as such officer and with full authority executed the same voluntarily and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this 10th day of December, 2009.


Notary Public

Commission Expires: _____

This Instrument Prepared By:
Kevin Hays, Attorney at Law
300 Vestavia Parkway, Suite 3450
Birmingham, AL 35216

Send Tax Notices To:
James R. Clark
436 Fawn Drive
Chelsea, AL 35043

