


SEND TAX NOTICE TO:
Michelle F. Smith and John C. Mackinaw, Jr.
5412 Crossings Lake Circle
Birmingham, AL 35242


20100129000029280 1/3 \$84.00
Shelby Cnty Judge of Probate, AL
01/29/2010 02:50:08 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT in consideration of Three Hundred Thirty-five Thousand and No/100 Dollars (\$335,000.00), the receipt and sufficiency of which are hereby acknowledged, FIRST COMMERCIAL BANK (referred to herein as "Grantor"), does by these presents, grant, bargain, sell and convey unto Michelle F. Smith and John C. Mackinaw, Jr. (herein referred to as "Grantee"), as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 402, according to the Map and Survey of Caldwell Crossings, Fourth Sector, Phase One, as recorded in Map Book 36, Page 28, in the Probate Office of Shelby County, Alabama.

This conveyance, however, is subject to the following:

- A. Ad valorem taxes due October 1, 2010, which the Grantee agrees to pay.
- B. Any valid adverse title as to minerals oil, or mining rights, easements or rights-of-way, covenants running with the land, encroachments or other matters recorded of record or which defects would be shown by a survey of the property herein conveyed.
- C. Any and all exceptions to the title listed on Exhibit "A".

\$268,000.00 of the consideration recited above is from a mortgage filed simultaneously with this deed.

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 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.

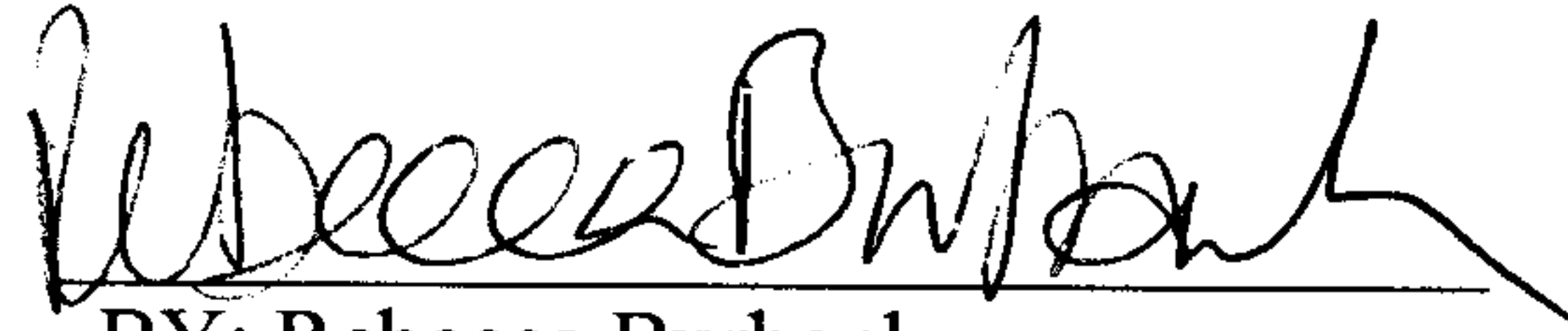
Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the GRANTEE.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf by Rebecca Burbank, Officer of First Commercial Bank, who is duly authorized on this the 29th day of January, 2010.


First Commercial Bank


BY: Rebecca Burbank
ITS: Officer

STATE OF ALABAMA)
)
JEFFERSON COUNTY) CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and said State, hereby certify that Rebecca Burbank, whose name as Officer of First Commercial Bank, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal on this the 29th day of January 2010.


NOTARY PUBLIC
My commission expires 3/9/2011

This Instrument Prepared by:
Kerri W. Sheets
First Commercial Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209

Deed Tax : \$67.00

EXHIBIT A

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2010 and subsequent years and not yet due and payable.
7. Coverage afforded by the ALTA 7- 06 is excluded.
8. Restrictions as shown by recorded map.
9. Right of Way granted to Alabama Power Company by instrument recorded in instrument 20050803000391990, instrument 20050803000391980, instrument 20060201000052420, instrument 20040204000057770 and Book 217, page 750 in the Probate Office of Shelby County, Alabama.
10. Agreement with City of Hoover recorded in instrument instrument 20050322000127490, in the Probate Office of Shelby County, Alabama.
11. Easement recorded in instrument 1993/31528 and instrument 1993/31529 in the Probate Office of Shelby County, Alabama.
12. Terms, provisions, covenants, conditions, restrictions, easements, charges assessments and liens and Restrictions appearing of record in instrument 20060426000194980, instrument 20050413000172750, instrument 20050322000127490, Misc. Volume 27, page 381 and instrument 1997/23467, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
13. Covenants, conditions, releases, limitation of actions and other matters in that certain Statutory Warranty Deed recorded in instrument 1997/23467.
14. Easement and Mineral and mining rights and rights incident thereto recorded in Real Volume 319, page 293, in the Probate Office of Shelby County, Alabama.
15. Easement to City of Hoover, as recorded in instrument 2000/25987, in the Probate Office of Shelby County, Alabama.
16. Power lines, drainage and other matters as shown on survey of Paragon Engineering, Inc. dated 5/7/97 and on Survey of Laurence D. Weygand, dated 1/22/05.
17. ~~Memorandum of Lease to Forestry, LLC as recorded in instrument 200212170000632730, in the Probate Office of Shelby County, Alabama.~~
18. Restrictions appearing of record in instrument 20060426000194980 and amended in instrument 20060516000230000, in the Probate Office of Shelby County, Alabama.