


THIS INSTRUMENT PREPARED BY:  
CLAY R. CARR  
BOARDMAN, CARR, HUTCHESON & BENNETT, P.C.  
400 BOARDMAN DRIVE  
CHELSEA, ALABAMA 35043  
The preparer of this deed makes no certification as to title  
and has not examined the title to the property.

Send Tax Notice to Grantee.  
GRANTEES' ADDRESS:  
SAMMY AUSTIN BOGGAN  
9514 Highway 51  
Sterrett, AL 35147

\$5,000<sup>00</sup>

**GENERAL WARRANTY DEED**  
**(Joint Tenancy with Right of Survivorship)**

  
20100309000069380 1/2 \$19.00  
Shelby Cnty Judge of Probate, AL  
03/09/2010 03:13:00 PM FILED/CERT

STATE OF ALABAMA       )  
SHELBY COUNTY         )

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Thousand and 00/100 (\$1,000.00) Dollars, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Sammy Austin Boggan and Margaret McKinney Boggan**, husband and wife (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **Sammy Austin Boggan and Margaret McKinney Boggan**, husband and wife (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of revision, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

The East 1/2 of the NE 1/4 of Section 21, Township 19 South, Range 1 East, lying South of Pumpkin Swamp Road, less and except the East 625.65 feet thereof, situated in Shelby County, Alabama.

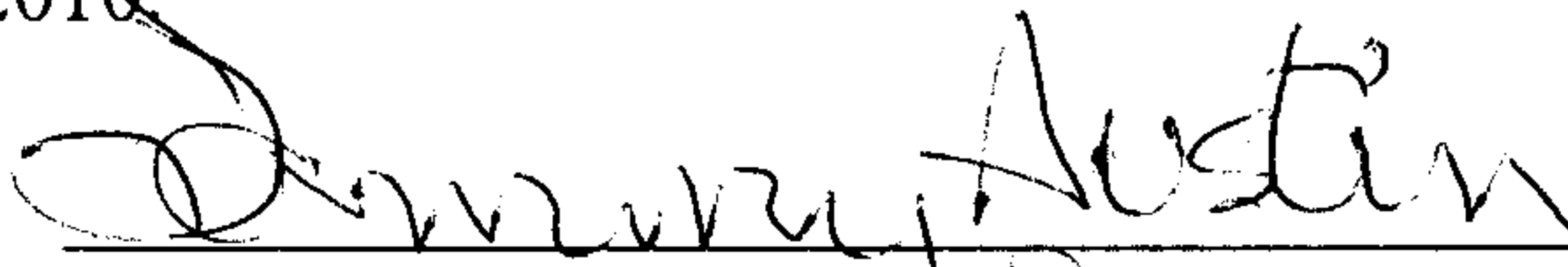
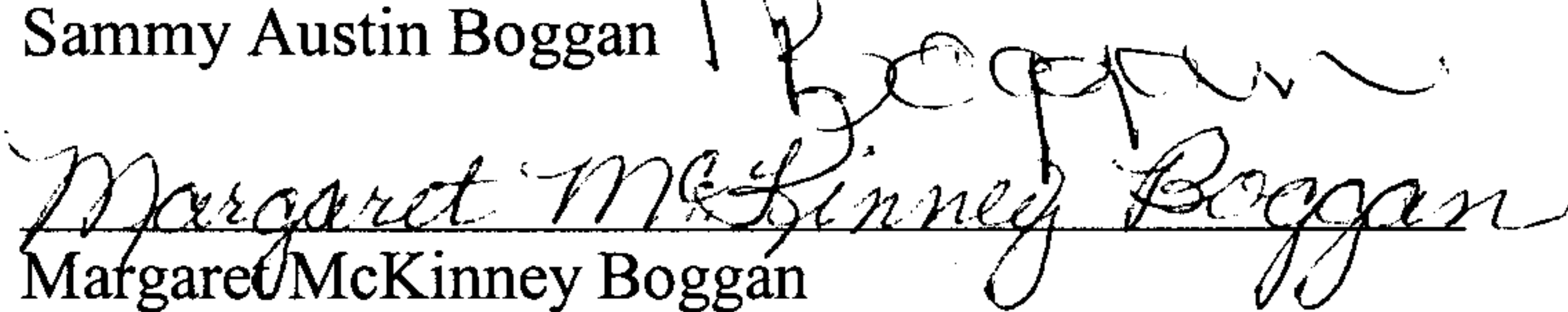
Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record. Subject to any accrued taxes or assessments not yet due and payable.

**Note: The preparer of this deed has not researched the title to this real property.**

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTORS, for said GRANTOR, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' successors, heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS, **Sammy Austin Boggan and Margaret McKinney Boggan**, have hereunto set our hand and seal this the 8th day of March, 2010

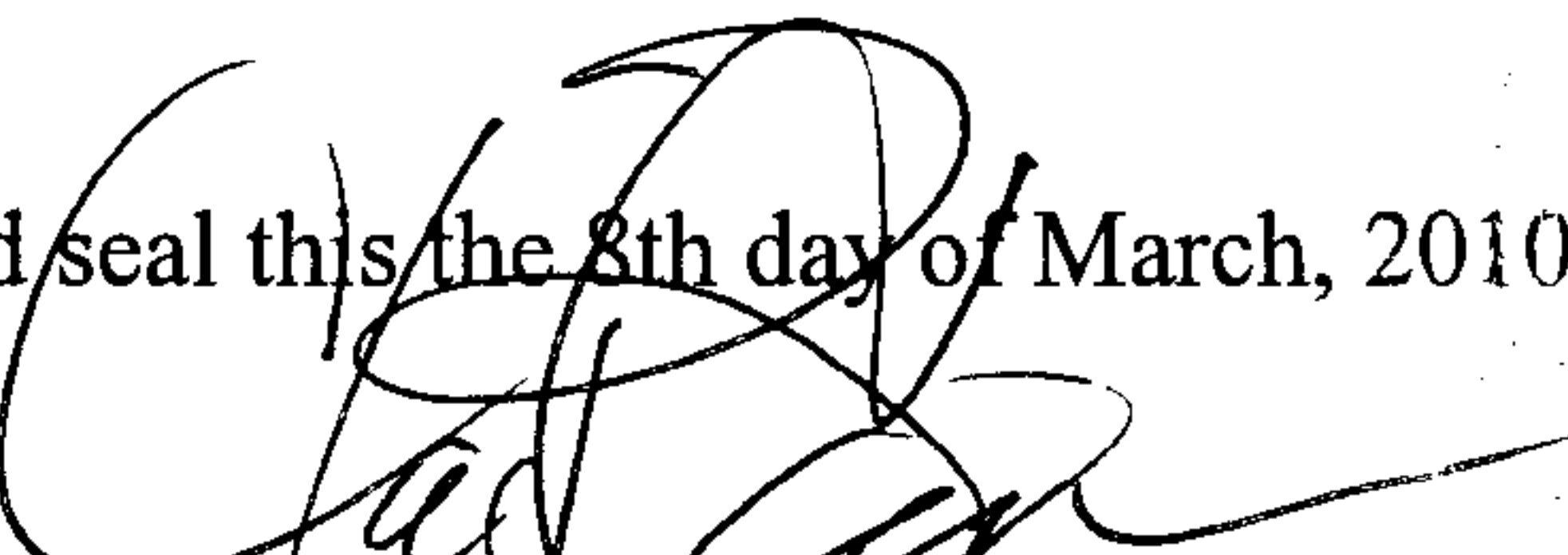
  
Sammy Austin Boggan  
  
Margaret McKinney Boggan

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Sammy Austin Boggan and Margaret McKinney Boggan, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 8th day of March, 2010.

Shelby County, AL 03/09/2010  
State of Alabama  
Deed Tax : \$5.00

  
NOTARY PUBLIC  
My Commission Expires: 12/28/10

**Mortgagee's Consent for Transfer of Title**

The undersigned, Johnny Wheeler, as authorized representative of First Educators Credit Union, hereby consents to the transfer of title to the following described property from Sammy Austin Boggan to Sammy Austin Boggan and Margaret McKinney Boggan, as joint tenants with right of survivorship:

The East 1/2 of the NE 1/4 of Section 21, Township 19 South, Range 1 East, lying South of Pumpkin Swamp Road, less and except the East 625.65 feet thereof, situated in Shelby County, Alabama.

Property is subject to mortgage recorded in Instrument 20050330000145020 in the Probate Office of Shelby County, Alabama.

This the 8th day of March, 2010.

First Educators Credit Union

By: 

Johnny Wheeler

Its 



20100309000069380 2/2 \$19.00  
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