



20101005000329140 1/3 \$43.00
Shelby Cnty Judge of Probate, AL
10/05/2010 01:01:59 PM FILED/CERT

PREPARED BY:

SENT TAX NOTICE TO:

TRUSSELL & FUNDERBURG, P.C.
1916 First Avenue, North
Pell City, Alabama 35125

Phillip A. and Ann M. Thomas
5748 Dry Creek Road
Pell City, AL 35128

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of One Hundred Twenty-five Thousand and no/100 (\$125,000.00), to the undersigned grantor or grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, DANNY RAY JONES AND WIFE, DOLORES JONES, (herein referred to as grantors) do grant, bargain, sell and convey unto PHILLIP A. THOMAS AND WIFE, ANN M. THOMAS, (herein referred to as Grantees) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at the Northwest corner of Lot 1 of Shelby Shores, 1970 Addition, as recorded in Map Book 5, Page 68, in the Office of the Judge of Probate of Shelby County, Alabama; thence South 11 degrees 25 minutes 00 seconds West, a distance of 317.00 feet to the point of beginning, said point lying on the easterly R.O.W. line of Shelby County Highway 42; thence South 16 degrees 13 minutes 12 seconds West and along said R.O.W. line a distance of 31.92 feet; thence south 19 degrees 04 minutes 52 seconds West and along said R.O.W. line, a distance of 103.74 feet; thence South 74 degrees 18 minutes 25 seconds East and leaving said R.O.W. line a distance of 236.23 feet; thence North 24 degrees 12 minutes 48 seconds East a distance of 29.94 feet; thence North 68 degrees 43 minutes 42 seconds West a distance of 4.64 feet; thence North 20 degrees 13 minutes 42 seconds East a distance of 32.06 feet; thence North 09 degrees 25 minutes 40 seconds East a distance of 15.44 feet; thence North 71 degrees 52 minutes 03 seconds West a distance of 2.66 feet; thence North 04 degrees 46 minutes 28 seconds East a distance of 11.16 feet; thence North 62 degrees 32 minutes 00 seconds West a distance of 230.55 feet to the point of beginning.

ALSO AND INCLUDING an Ingress/Egress and Utility Easement, being more particularly described as follows: Commence at the Northwest corner of Lot 1 of Shelby Shores, 1970 Addition, as recorded in Map Book 5, Page 68, in the Office of the Judge of Probate of Shelby County, Alabama; thence South 11 degrees 25 minutes 00 seconds West, a distance of 317.00 feet to a point lying on the Easterly R.O.W. line of Shelby County Highway 42; thence South 16 degrees 13 minutes 12 seconds West and along said R.O.W. line a distance of 31.92 feet; thence South 19 degrees 04 minutes 52 seconds West and along said R.O.W. line a distance of 103.74 feet to the point of beginning; thence South 19 degrees 54 minutes 45 seconds West and along said R.O.W. line a distance of 22.77 feet; thence South 75 degrees 01 minute 07 seconds East and leaving said R.O.W. line a distance of 198.41 feet; thence North 19 degrees 54 minutes 45

seconds East a distance of 20.30 feet; thence North 74 degrees 18 minutes 25 seconds West, a distance of 236.23 feet to the point of beginning.

According to the survey of Rodney Shiflett, dated March 21, 2007.

Subject to:

1. Ad valorem taxes due and payable October 1, 2011, and each subsequent year.
2. Mineral and mining rights not owned by the Grantor herein.
3. Easements, rights of way, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc. which would be disclosed by a true and accurate survey of the property conveyed herein.
4. Restrictions contained in deed recorded in Deed Book 233, page 832, Probate Office, Shelby County, Alabama.
5. Permits to Alabama Power Company recoerded in Deed Book 225, Page 918, and Deed Book 225, Page 921, Probate Office, Shelby County, Alabama.
6. Property conveyed to Alabama Power Company as recorded in Deed Book 238, Page 208, Probate Office, Shelby County, Alabama.
7. Restrictions and covenants as recorded in Deed Book 233, Page 836, Probate Office, Shelby County, Alabama.
8. Permits and utility easements of record.
9. Except proeprty, if any, conveyed by that certain deed recorded in Deed Book 266, Page 671, Probate Office, Shelby County, Alabama.

\$100,000.00 of the above recited consideration is paid by purchase money mortgage from Grantee herein to Metro Bank, executed simultaneously and dated of even date herewith.

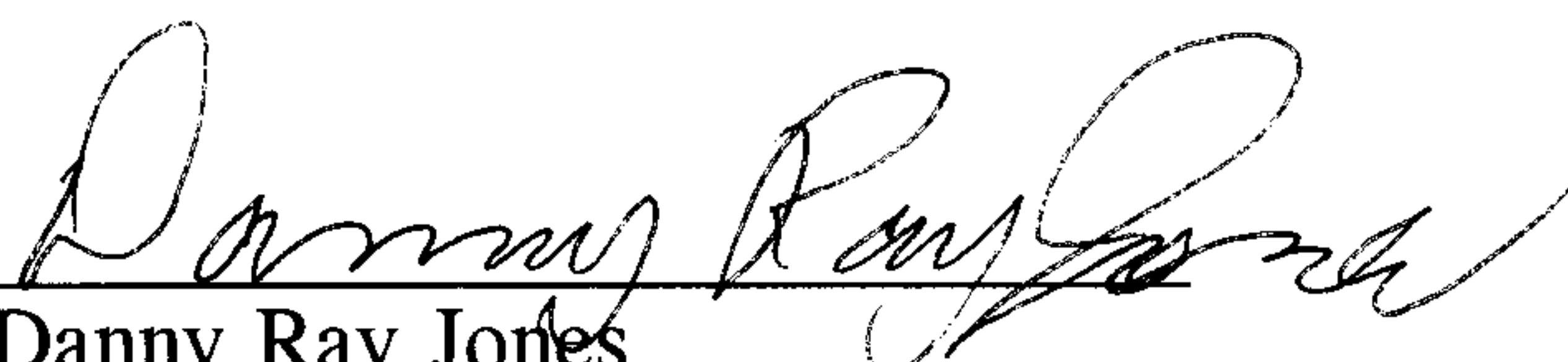
TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

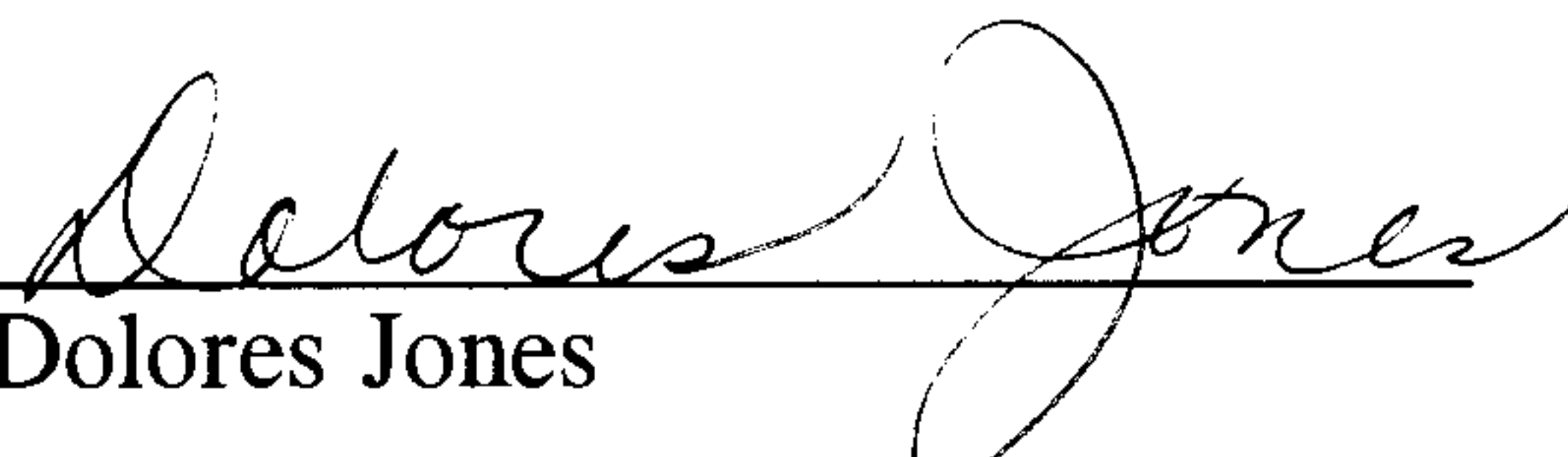
And we do, for ourselves and for our heirs, executors and administrators, covenant with said grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day
of October, 2010.


Danny Ray Jones


Dolores Jones

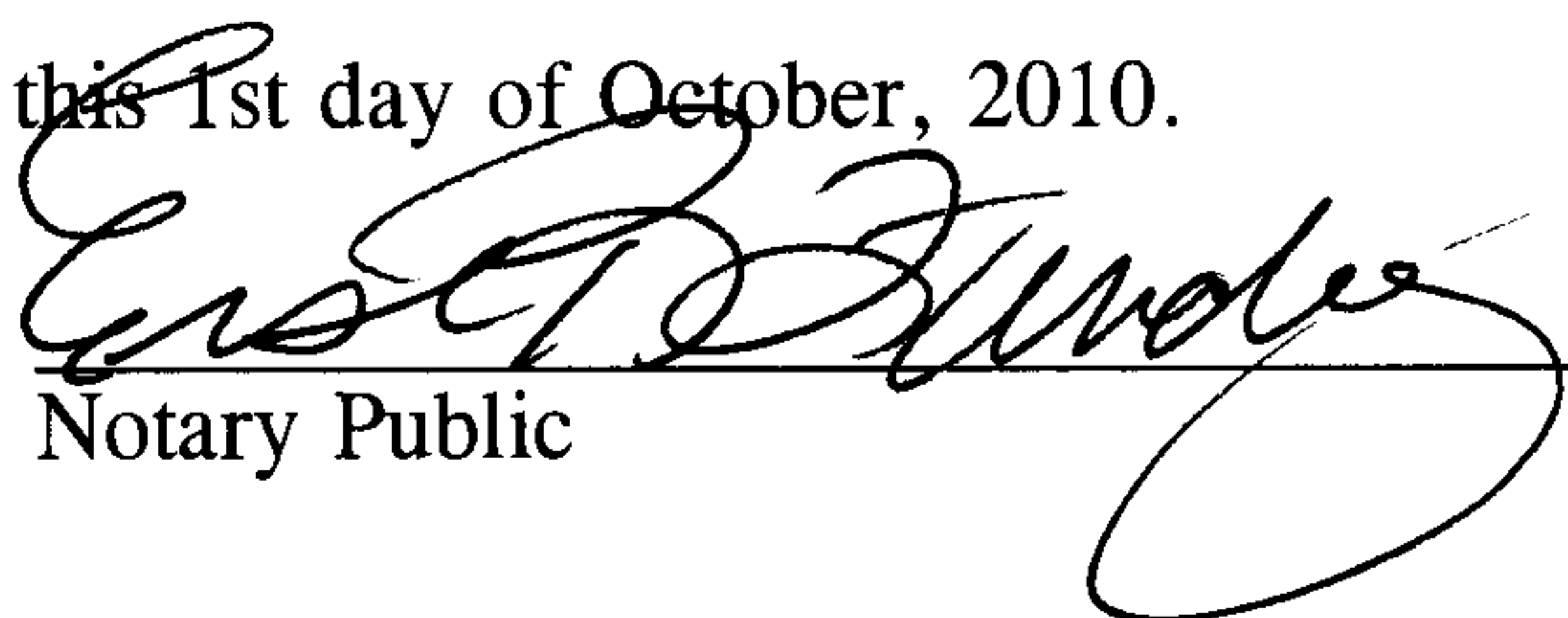
STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Danny Ray Jones and wife, Dolores Jones, 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of October, 2010.

Deed Tax : \$25.00


Notary Public