## 20110207000043890 1/1 \$13.00 Shelby Cnty Judge of Probate, AL 02/07/2011 02:10:28 PM FILED/CERT

## CORRECTIVE WARRANTY DEED

STATE OF ALABAMA

## **JEFFERSON COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Two Hundred Thirtyone Thousand, Eight Hundred Five and 00/100 (\$ 231,805.00) and other valuable considerations to the undersigned Grantor(s) in hand paid by the Grantee(s) herein, the receipt of which is hereby acknowledged, I/we, Gibson & Anderson Construction, Inc herein referred to as Grantor(s), do hereby GRANT, BARGAIN, SELL AND CONVEY unto Patricia E. Summers, referred to as Grantee(s), its successors and assigns, the following described real estate, situated in Shelby County, State of Alabama, to wit:

Lot 160A, according to the Resurvey of Lots 159,160 & 161, Phase Two, Caldwell Crossings, 2<sup>nd</sup> Sector, As recorded in Map Book 32, Page 60, in the Probate Office of Shelby County, Alabama.

THE PURPOSE OF THIS DEED IS TO CORRECT THE LEGAL DESCRIPTION OF THAT CERTAIN DEED RECORDED ON MARCH 4, 2004 IN INSTRUMENT NO. 20040304000111450 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THE LEGAL DESCRIPTION USED WAS NO LONGER CORRECT DUE TO THAT RESURVEY OF SEPTEMBER 2003.

\$208,624.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

SUBJECT TO: Easements, restrictive covenants, right of ways as shown by the public records.

Ad valorem taxes for the year 2004, are a lien, but not yet due and payable, and any subsequent years.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S), its successors and assigns FOREVER.

And GRANTOR(S) do covenant with the said GRANTEE(S), its successors and assigns, that they have lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that they have a good right to sell and convey the same to the GRANTEE(S), its successors and assigns, and that GRANTOR(S) will WARRANT and DEFEND the premises to the said GRANTEE(S), its successors and assigns forever, the lawful claims and demands of all persons, except as hereinabove provided.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand and seal this 21 day of January, 2011.

GIBSON & ANDERSON CONSTRUCTION,

INC.

BY:\_

EARL MORROW GIBSON PRESS.

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State hereby certify that FARL MORROW GIBSON.

PRESIDENT OF GIBSON & ANDERSON CONSTRUCTION, INC. those name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, in his capacity of President and with full authority executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this  $21^{6+}$ 

day of January, 2011.

My Commission Exp:

Notary Public

THIS INSTRUMENT PREPARED BY: THE SNODDY LAW FIRM, LLC 2106 DEVEREUX CIRCLE, SUITE 150 BIRMINGHAM, ALABAMA 35243

