

**This instrument was prepared by:**  
John L. Hartman, III  
P. O. Box 846  
Birmingham, Alabama 35201

**Send Tax Notice To:**  
Thomas C. Meservey  
Kristen B. Meservey  
3055 Madison Lane  
Chelsea, AL 35043

**WARRANTY DEED - Joint Tenants with Right of Survivorship**

STATE OF ALABAMA

COUNTY OF SHELBY

That in consideration of One Hundred Sixty-Eight Thousand Four Hundred and 00/100 (\$168,400.00) to the undersigned grantor in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, we, **Mark J. Skiba**, an unmarried man, does hereby grant, bargain, sell and convey unto **Thomas C. Meservey** and wife, **Kristen B. Meservey**, as joint tenants with right of survivorship (herein referred to as Grantees), the following described real estate situated in Shelby County, Alabama, to-wit:

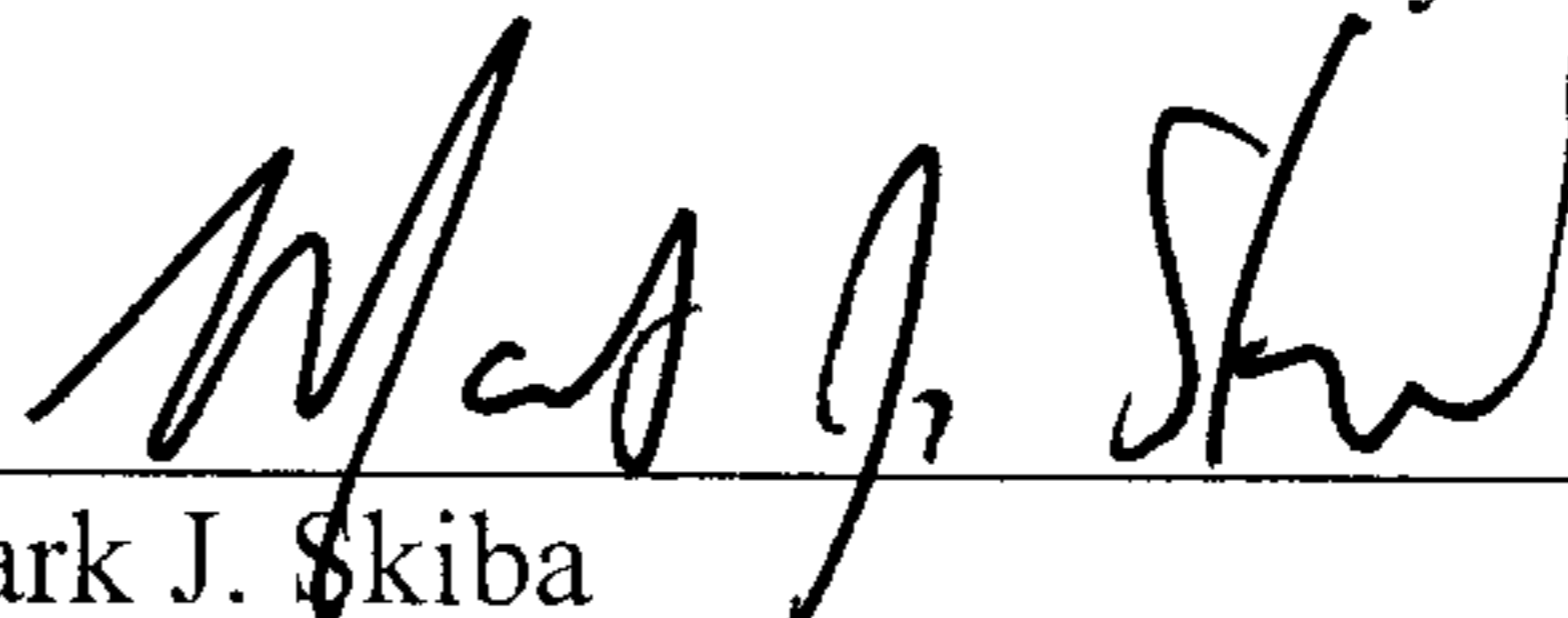
See attached Exhibit "A"

\$164,131.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD 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.

And I do for myself and for my heirs, executors, and administrators covenant with the 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 noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of March, 2011.

  
\_\_\_\_\_  
Mark J. Skiba

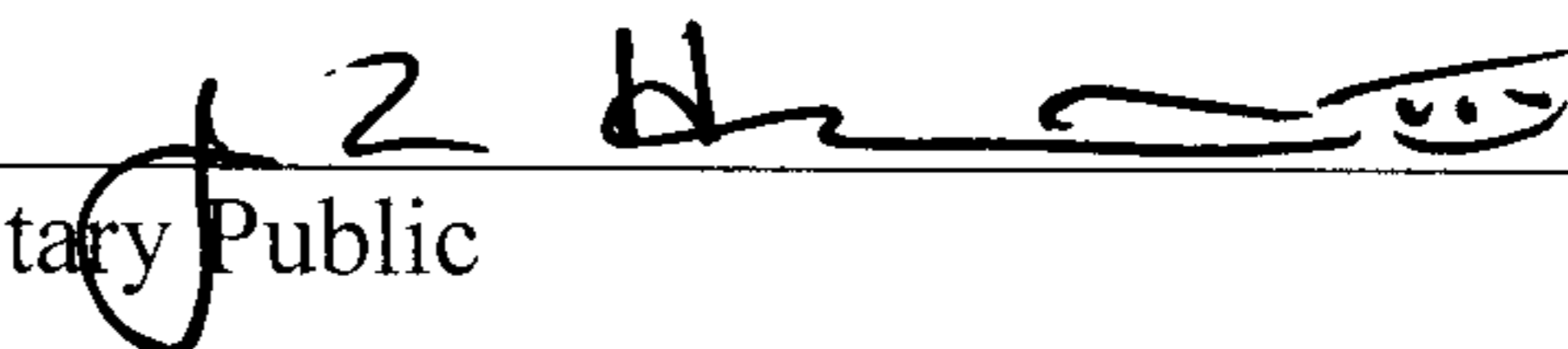
STATE OF ALABAMA )


JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Mark J. Skiba**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of March, 2011.

My Commission Expires:  
08/04/2013

  
\_\_\_\_\_  
Notary Public

  
20110329000098030 1/2 \$19.50  
Shelby Cnty Judge of Probate, AL  
03/29/2011 12:39:19 PM FILED/CERT

Shelby County, AL 03/29/2011  
State of Alabama  
Deed Tax: \$4.50

## EXHIBIT "A"

Lot 2-43, according to the Plat of Chelsea Park 2<sup>nd</sup> Sector, as recorded in Map Book 34, Page 22, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 2<sup>nd</sup> Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded in Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Subject to: (1) Property taxes not yet due and payable; (2) Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instruction No. 20041014000566950 in the Probate Office of Shelby County, Alabama; (3) Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 2<sup>nd</sup> Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041014000566960; (4) Easement Agreement between Chelsea Park Investments, Ltd., and Chelsea Park, Inc., and Chelsea Park Properties, Ltd., as setforth in Instrument #20040816000457750; (5) Easement to Alabama Power Company as recorded in Instrument No.: 20050203000056190, in the Probate Office of Shelby County, Alabama; (6) 5 foot easement along rear lot line as per plat.

