

05/27/2011 01:43:25 PM FILED/CERT

#### SEND TAX NOTICE TO:

Terry A. Meredith and Christine A. Meredith 3480 Indian Lake Trail Pelham, AL 35124

This instrument was prepared by Shannon E. Price, Esq. P. O. Box 19144 Birmingham, AL 35219

Shelby County, AL 05/27/2011 State of Alabama Deed Tax:\$68.00

### WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

## STATE OF ALABAMA

#### KNOW ALL MEN BY THESE PRESENTS:

#### SHELBY COUNTY

That in consideration of One Hundred Thirty Six Thousand dollars & no cents (\$136,000.00) to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, Benjamin David Pinkleton, a married man (herein referred to as GRANTOR), do grant, bargain, sell and convey unto Terry A. Meredith and Christine A. Meredith (herein referred to as GRANTEES), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

## PARCEL A:

PARCEL A OF TWO PARCELS OF LAND SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF ABOVE SAID 1/4-1/4; SAID POINT BEING THE POINT OF BEGINNING; THENCE S02°27'00"E, A DISTANCE OF 465.85'; THENCE S01°16'30"W, A DISTANCE OF 475.00'; THENCE S89°56'06"W, A DISTANCE OF 464.94'; THENCE N01°15'56"E, A DISTANCE OF 474.00'; THENCE N01°48'01"W, A DISTANCE OF 464.77'; THENCE N89°41'56"E, A DISTANCE OF 459.73' TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

This property is not the homestead of Benjamin David Pinkleton nor his spouse.

\$ 68,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

## Subject to:

- All taxes for the year 2011 and subsequent years, not yet due and payable.
- Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
- Rights or claims of parties in possession not shown by the public records.
- Easements, or claims of easements, not shown by the public records. 4.
- Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
- Any reappraisal, assessed value adjustment, roll back or escape taxes which may become due by virtue 6. of any action of the Office of the Tax assessor, The Office of the Tax collector, and/or the board of

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

# Equalization.

- Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but limited to, oil, gas, sand and gravel in, on, and under subject property. Any oil, gas, or mineral rights, or any rights relating thereto, including drilling, right of entry, or other rights, privileges and immunities relating thereto, together with any release of liability or damage to persons or property as a result of the exercise of such rights.
- 8. Transmission line permit to Alabama Power Company recorded in Deed Book 165, Page 136.
- 9. Boundary line agreement recorded in Real Record 121, Page 624.
- Easement for road right-of-way 25 feet wide of uniform width over and across part of the east side of captioned real estate as created and shown by that certain easement and right-of-way deed from Sam Jack Shaw and wife, Minnie Lee Shaw to Charles R. Shaw and Melba Shaw dated August 23, 1974 and recorded in Deed Book 321, Page 860.

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 I am 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, GRANTOR has hereunto set my hand and seal, this May 20, 2011.

Benjamin David Pinkleton

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Benjamin David Pinkleton, whose name was signed to the foregoing conveyance, and who is known to me (or satisfactorily proven), 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 20th day of May, 2011.

(Seal)

My Commission Expires:

Notary Publie.