

SPECIAL WARRANTY DEED

Joint Tenants with Right of Survivorship


20110729000221580 1/4 \$45.50
Shelby Cnty Judge of Probate, AL
07/29/2011 03:57:45 PM FILED/CERT

STATE OF MISSISSIPPI
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Four Hundred, Ninety Five Thousand and no/100's Dollars (\$495,000.00)** and other good and valuable consideration to the undersigned grantor,

M & F BANK

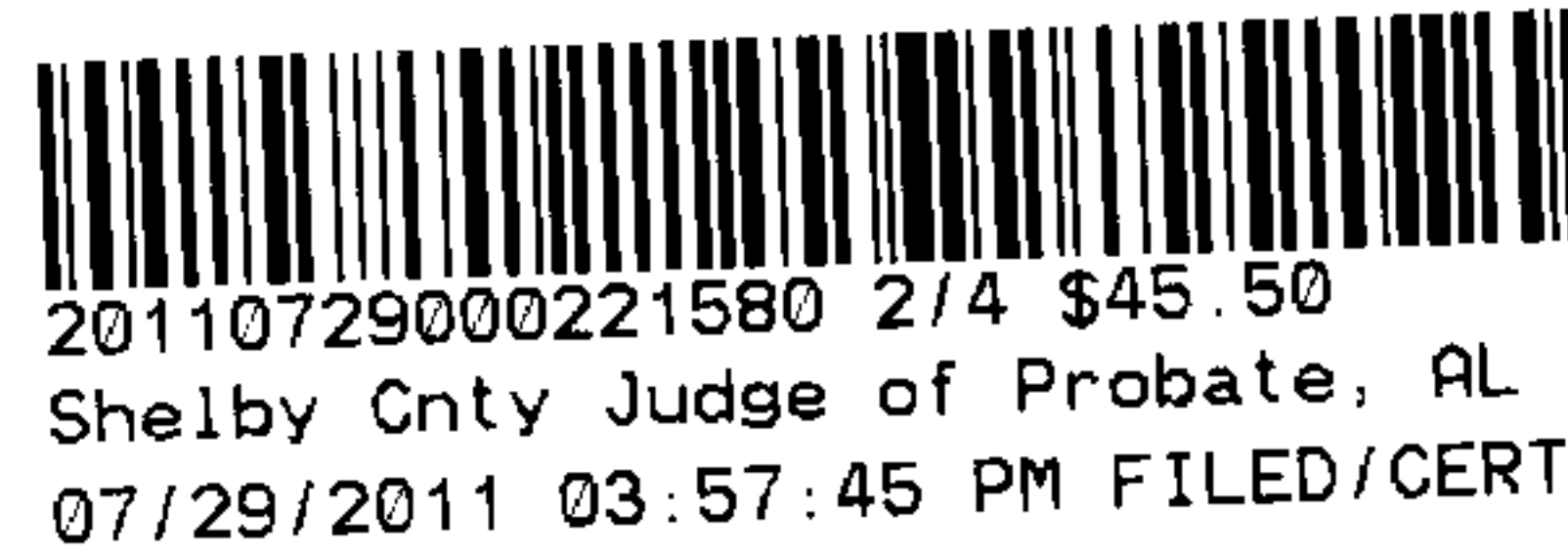
(hereinafter referred to a GRANTOR) in hand paid by the GRANTEES the receipt whereof is hereby acknowledged the said GRANTOR does by these presents, grant, bargain, sell and convey unto

KEVIN M THIENPONT and SHERYL D THIENPONT

(hereinafter referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

That part of Lot 5, according to the Survey of Chelsea Estates, as recorded in Map Book 5, Page 61; amended in Map Book 36, Page 57, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the NE ¼ of the NW ¼ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the Northerly boundary line of said ¼ - ¼ Section for a distance of 845.90 feet to the Southeast right of way line of the CSX railroad and the point of beginning; thence continue along last said course for a distance of 358.46 feet; thence run an angle of 112 degrees 41 minutes 41 seconds to the right and run a distance of 521 .74 feet; thence turn an angle of 44 degrees 19 minutes 39 seconds to the left and run a distance of 244.85 feet to the North right of way line of Yellowleaf Circle and the point of curvature of a tangent curve, concave to the Southeast, having a radius of 45.00 feet, a central angle of 33 degrees 18 minutes 07 seconds, and a chord of 25.80 feet bearing South 82 degrees 47 minutes 01 seconds West; thence Southwesterly along said curve a distance of 26.17 feet; thence turn an angle from the chord of 89 degrees 58 minutes 12 seconds to the right and run 114.72 feet; thence turn an angle of 15 degrees 50 minutes 29 seconds to the right and run 99.78 feet; thence turn an angle of 24 degrees 06 minutes 00 seconds to the left and run 74.98 feet; thence turn an angle of 50 degrees 25 minutes 52 seconds to the left and run 84.89 feet; thence turn an angle of 16 degrees 06 minutes 53 seconds to the right and run 90.19 feet; thence turn an angle of 30 degrees 29 minutes 56 seconds to the right and run 205.94 feet; thence turn an angle of 45 degrees 10 minutes 42 seconds to the right and run 215.36 feet to the Southeast right of way line of the CSX Railroad; thence turn an angle of 70 degrees 56 minutes 01 seconds to the right and run 280.98 feet along said railroad right of way line to the point of beginning.



Subject to:

- 1. 2011 and subsequent years ad valorem taxes.**
- 2. Restrictive covenants and conditions as recorded in Misc. Book 1, page 803, in the office of the Judge of Probate of Shelby County, Alabama.**
- 3. Fifty (50) foot set back line from Yellow Leaf Circle as shown on recorded maps.**
- 4. Utility easements as shown by recorded maps.**
- 5. Transmission line permits to Alabama Power Company in Deed Book 136, page 308 in the office of the Judge of Probate of Shelby County, Alabama.**
- 6. Easement to Alabama Power Company and Southern Bell Telephone and Telegraph Co. as recorded in Deed Book 266, Page 229 in the office of the Judge of Probate of Shelby County, Alabama.**
- 7. Easement to Alabama Power Company as recorded in Instrument 20090127000025820 in the office of the Judge of Probate of Shelby County, Alabama.**
- 8. Easements, exceptions, reservations, encumbrances, liens, rights of way, building lines and restrictions of record or visible on said property.**
- 9. Mineral and mining rights.**

\$470,650.00 of the above consideration is paid by a Purchase Money Mortgage filed simultaneously herewith.

GRANTOR only warrants title from the time GRANTOR obtained title until the date GRANTOR conveys its interest in the aforesaid property to GRANTEES.

The warranty of this conveyance is subject to all prior reservations and conveyances of all oil, gas, and other mineral rights, and to ad valorem taxes for the current year and all subsequent years. The ad valorem taxes for all years and periods after 2011 shall be and are the responsibility of the Grantee.

Further, the special warranty of this conveyance is subject to any re-assessments of the subject property as a result of improvements placed thereon or increase in assessed value for any reason. Grantee acknowledges that the Property is to be transferred by this Special Warranty Deed in an "as-is" condition with no warranties of any nature regarding the condition of the Property, its zoning or fitness for a particular purpose. Grantee acknowledges that Grantor has made no representation or warranty, either expressed or implied, regarding the condition or use of the Property, and Grantee has thoroughly inspected the Property and improvements thereon and is purchasing the same in an "as-is" condition. Grantee further acknowledges that Grantor completed foreclosure on the Property and as such makes no warranties as to title except a special warranty as to



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whatever title it may have obtained by virtue of the foreclosure subject to whatever defects or claims have been in existence at the time of the foreclosure. No survey has been provided by Grantor.

This conveyance is effective the day and year acknowledged herein and is subject to all protective covenants and restrictions, easements, rights-of-way, all prior reservations and conveyances of all oil, gas, and other mineral rights for which Grantees shall be responsible.

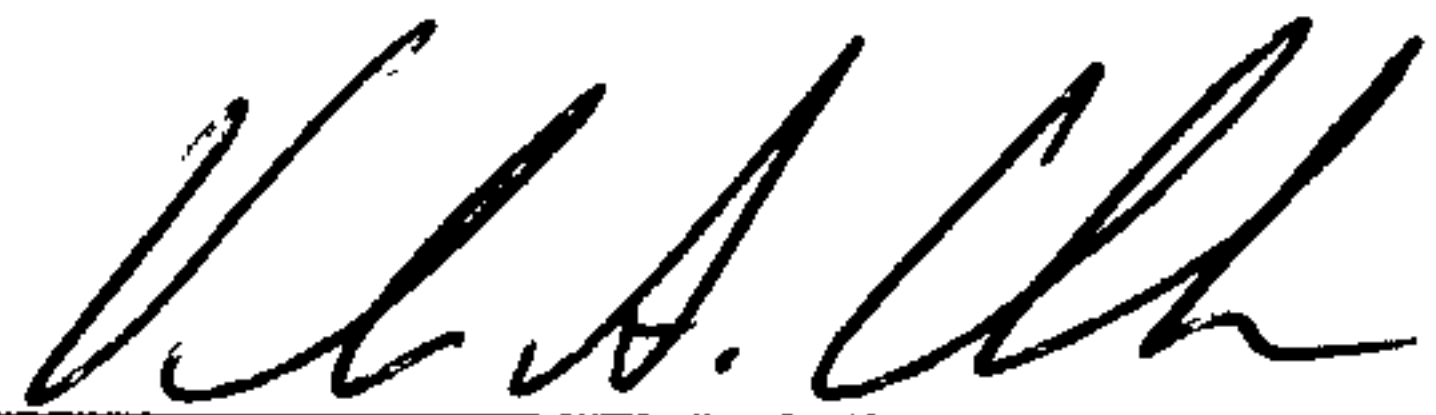
The Property conveyed herein is further subject to, and there is expressly excepted from the special warranty of this conveyance, those certain encumbrances and other matters set forth in this deed.

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 that 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.

IN WITNESS WHEREOF, the said GRANTOR, by its officer who is authorized to execute this conveyance has hereunto set its signature and seal this the 25th day of July, 2011.

ATTEST:

M & F BANK

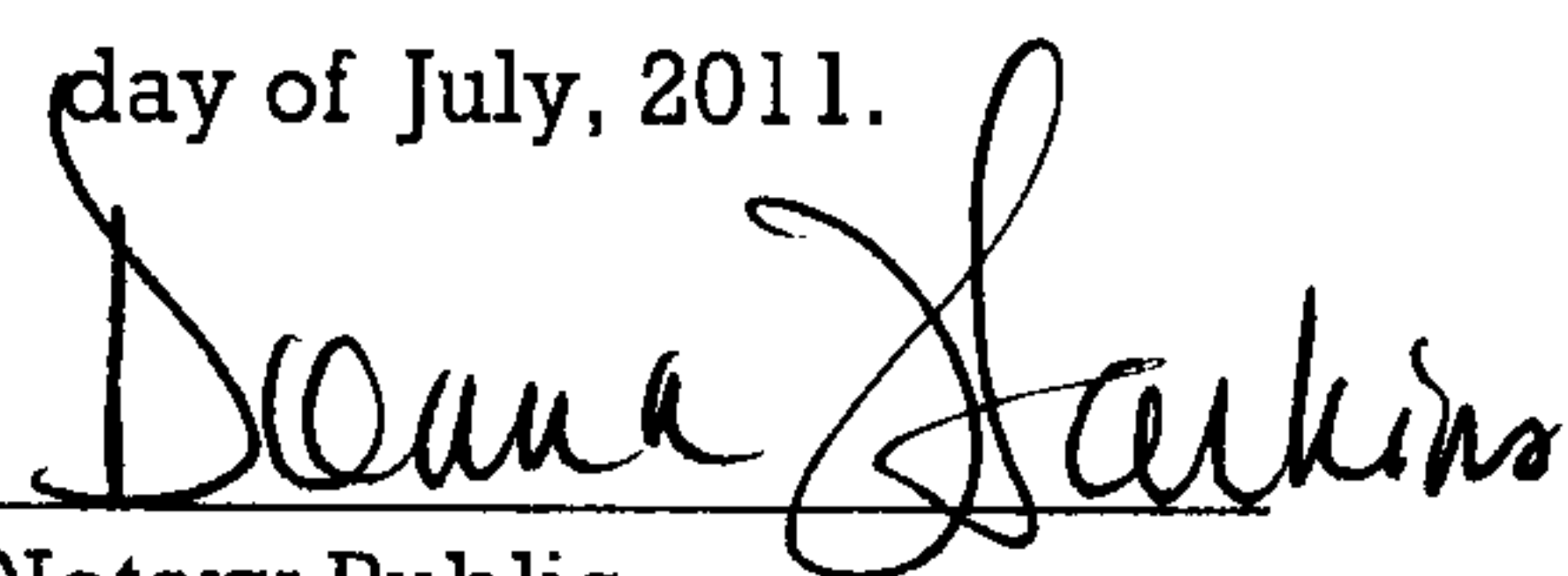
By: 
Vaiden A. Clark-Vice President

STATE OF MISSISSIPPI
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that, Vaiden A. Clark, whose name as Vice President of M & F Bank, a corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 25th day of July, 2011.




Notary Public

THIS INSTRUMENT PREPARED BY:

F. Wayne Keith, Attorney
15 Southlake Lane, Suite 150
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

Kevin M Thienpont
84 Yellow Leaf Circle
Chelsea, Alabama 35043



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Shelby County, AL 07/29/2011
State of Alabama
Deed Tax: \$24.50