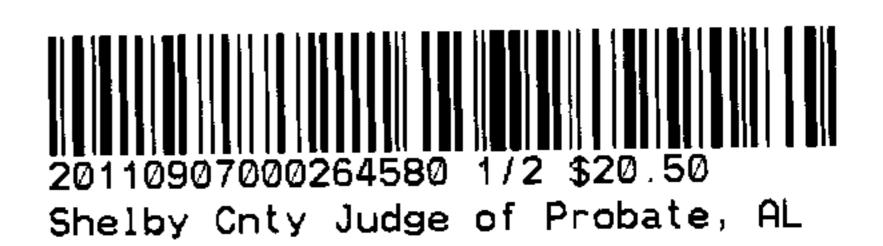
SEND TAX NOTICE TO: Hope Marie Prevallet 1730 Mountain Laurel Lane Birmingham, AL 35244



09/07/2011 01:03:28 PM FILED/CERT

Shelby County, AL 09/07/2011 State of Alabama Deed Tax: \$5.50

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

WARRANTY DEED

STATE OF Alabama
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred One Thousand dollars & no cents (\$201,000.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Keith Harrison and wife, Kay Harrison (herein referred to as Grantor, whether one or more), do hereby grant, bargain, sell and convey unto Hope Marie Prevallet (herein referred to as grantee, whether one or more), the following described real estate, situated in Jefferson County, Alabama, to-wit:

LOT 62, ACCORDING TO THE SURVEY OF DAVENPORT'S ADDITION TO RIVERCHASE WEST, SECTOR 3, AS RECORDED IN MAP BOOK 8, PAGES 53 A, B AND C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$195,904.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

- 1. All taxes for the year 2011 and subsequent years, not yet due and payable.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements, or claims of easements, not shown by the public records.
- 5. 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.
- 6. Any reappraisal, assessed value adjustment, roll back or escape taxes which may become due by virtue of any action of the Office of the Tax assessor, The Office of the Tax collector, and/or the board of Equalization.
- 7. Such state of facts as shown on subdivision plat recorded in Plat Book 8, Page 53 A, B&C.
- 8. 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.

 Anything to the contrary notwithstanding this deed does not attempt to set out the manner in which any oil, gas, or mineral rights, or any rights relating thereto are vested, 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.
- 9. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 8, Page 53 A, B&C.
- 10. Party wall agreement recorded in Misc. Book 44, Pages 907.

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- Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Misc. Vol. 14, Page 536; Misc. Vol. 17, Page 550; Misc. Vol. 35, Page 389; Misc. Vol. 35, Page 689; Misc. Vol. 36, Page 30; Book 41, Page 257 and Deed Book 328, Page 821 in the Probate Office of Shelby County, Alabama.
- 12. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Vol.127, Page 140.
- Right of Way to Alabama Power Company as recorded in Book 35, Page 683; Deed Book 44, Page 127; Deed Book 331, Page 204; Deed Book 252, Page 162; Deed Book 252, Page 184; Deed Book 310, Page 595 and Misc. Book 15, Page 401.

TO HAVE AND TO HOLD to the said grantee, her heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said **GRANTEE**, her 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 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 **GRANTEE**, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this August 31, 2011.

(Seal)

See (Seal)

STATE OF ALABAMA

General Acknowledgement

Keith Harrison

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Keith Harrison and wife, Kay Harrison**, 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 2011

Notary Publica

(Seal)

My Commission Expires:

WARRANTY DEED