

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Send Tax Notice To: Joshua Stephenson and Jessica Stephenson  
176 Marlstone Court  
Helena, Alabama 35080

STATE OF ALABAMA

COUNTY OF Shelby

Presents:

THAT IN CONSIDERATION OF Two Hundred Sixty Two Thousand Five Hundred and no/100 Dollars (\$262,500.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, **Hollye D. McCulloch n/k/a Hollye D. McCulloch Massey and husband, John H. Massey** (herein referred to as grantors) do grant, bargain, sell and convey unto **Joshua Stephenson and Jessica Stephenson** (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

**Lot 27, according to the Survey of Fieldstone Park 4<sup>th</sup> Sector, as recorded in Map Book 30 Page 107 and re-surveyed in Map Book 31, Page 3, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.**

**Subject to Easements, Restrictions and rights of way of record.**

**Subject to Mineral and Mining rights of record.**

**\$237,350.00 of the Purchase Price was obtained by a Purchase Money Mortgage filed simultaneously herewith.**

Hollye D. McCulloch Massey, grantor herein, is one and the same as Hollye D. McCulloch, grantee on that certain deed filed in Inst. No. 20040308000117940 in the Probate Office of Shelby County, Alabama.

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 (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) 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, I/WE have hereunto set MY/OUR hand(s) and seal(s), this 13<sup>th</sup> day of July, 2012.

Shelby County, AL 07/19/2012  
State of Alabama  
Deed Tax: \$25.50

*Hollye D. McCulloch n/k/a Hollye D. McCulloch Massey*  
Hollye D. McCulloch n/k/a Hollye D. McCulloch Massey

*John H. Massey*  
John H. Massey

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Holley D. McCulloch n/k/a Hollye D. McCulloch Massey and husband, John H. Massey whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of July, 2012.

Prepared By: Jeremy L. Parker  
Parker Law Firm, LLC  
1560 Montgomery Hwy Ste 205  
Birmingham, AL 35216

*[Signature]*  
Notary Public  
My Commission Expires:

