

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FIFTY FIVE THOUSAND & NO/100----
(\$155,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the
GRANTEES herein, the receipt whereof is acknowledged, we, William H. Rubar and
wife, Meredith A. Rubar (herein referred to as grantors), do grant, bargain, sell
and convey unto Charles B. Byars, Jr. and wife, Marna R. Byars (herein referred to
as GRANTEES) for and during their joint lives and upon the death of either of
them, then to the survivor of them in fee simple, together with every contingent
remainder and right of reversion, the following described real estate, situated in
Shelby County, Alabama, to-wit:

Inst # 1997-23834

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section
12, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly
described as follows: Commence at the Southwest corner of said 1/4 1/4
Section; thence in an Easterly direction along the South line of said 1/4 1/4
Section a distance of 242.84 feet to the point of beginning; thence continue
along last described course a distance of 187.33 feet; thence 48 deg. 21 min.
35 sec. left in a Northeasterly direction a distance of 362.21 feet; thence 90
deg. left in a Northwesterly direction a distance of 140.0 feet; thence 90
deg. left in a Southeasterly direction a distance of 486.68 feet to the point
of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

Subject to existing easements, current taxes, restrictions, set-back lines and
rights of way, if any, of record.

\$137,000.00 of the above-recited purchase price was paid from a mortgage loan
closed simultaneously herewith.

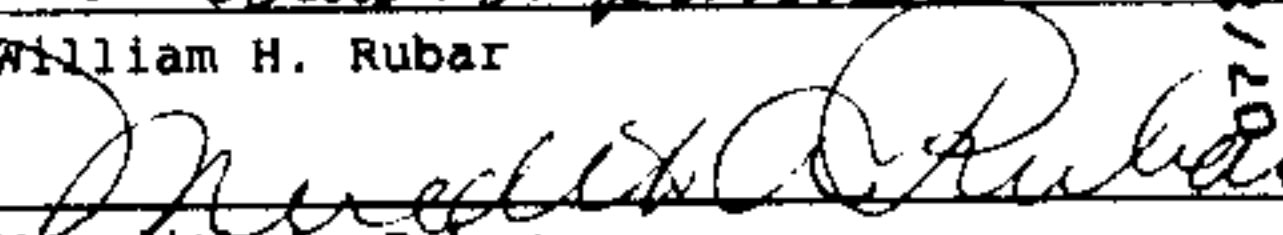
GRANTEES' ADDRESS: 5490 Broken Bow Drive, Birmingham, Alabama 35242.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon
the death of either of them, then to the survivor of them in fee simple, and to
the heirs and assigns of such survivor forever, together with every contingent
remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and
administrators, covenant with 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 stated 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, we have hereunto set our hands and seals, this 25th
day of July, 19 97.


William H. Rubar


Meredith A. Rubar

07/30/1997-23834
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
26.50
B01 MCD
SEAL


STATE OF ALABAMA

SHELBY COUNTY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that William H. Rubar and wife, Meredith A. Rubar 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 executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of July
A.D., 19 97


Notary Public

my commission expires
3/24/98