THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Thomas R. Poor, Jr.
2513 Chuchura Road
Birmingham, Alabama 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Thirty-Two Thousand and 00/100 ($132,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Joseph E. Lane, III, a married man** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Thomas R. Poor, Jr. and Peggy J. Poor, husband and wife,** (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 3, according to the Survey of Indian Valley, Second Sector, as recorded in Map Book 5, Page 75, in the Probate Office of 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.

$125,400.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF THE GRANTOR OR THE GRANTOR'S SPOUSE AS DEFINED BY THE CODE OF THE STATE OF ALABAMA.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the 30th day of September, 1998.

Joseph E. Lane III

Joseph E. Lane, III

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Joseph E. Lane, III, a married mane whose name is 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 instrument signed his name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of September, 1998.

Mark L. Lane

NOTARY PUBLIC
My Commission Expires: 10/3/2001

MARK L. LANE
MY COMMISSION EXPIRES
10/03/2001

Inst # 1998-38331

10/01/1998-38331
11:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 15.50