

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
LARRY HOWARD
1823 LUMOW MINT CIR.
HOOPER, AL.
35244

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED TEN THOUSAND AND NO/100 Dollars (\$ 210,000.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, RANDALL H. GOGGANS, A MARRIED MAN (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto LARRY L. HOWARD AND SHARON S. HOWARD (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:

Described as Tract 8 according to the survey of High Ridge Lake, as recorded in Map Book 23, Page 65 A & B in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2001 and thereafter; (2) Easements, restrictions, covenants and rights-of-way of record; (3) All matters relative to High Ridge Lake Homeowner's Association, Inc.; (4) Mineral and mining rights not owned by the Grantor.

Grantor represents and warrants that there are no assessments due High Ridge Lake Home Owner's Association, Inc. or any other governmental or quasi-governmental agency with respect to the Property conveyed herein.

The property conveyed herein is not the homestead of any of the Grantor or his spouse.

Notwithstanding anything to the contrary contained in the Declaration of Restrictive Covenants for High Ridge Lake as recorded in Instrument No. 1997-39702 and Instrument No. 2001-1069 or in any other amendments of said Covenants, Grantor, as successor developer of High Ridge Lake, hereby specifically authorizes Grantees to leave a recreational vehicle on the Property conveyed herein up to the time that a Primary Dwelling (as that term is defined in said Covenants) is constructed on the Property conveyed herein. Notwithstanding the foregoing, said recreational vehicle shall not be visible from High Ridge Lake.

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 we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, _____, has hereunto set his hand and seal, this the 13 day of July, 2001.

Randall H. Goggans
RANDALL H. GOGGANS

STATE OF ALABAMA)
COUNTY OF ~~SHELBY~~ ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13 day of July, 2001.

[Signature]
Notary Public

My Commission Expires: 3.1.02

07/16/2001-29298
09:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MR 221.00