

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

GRANTEE'S ADDRESS:
Michael N. Gibson
109 Chase Creek Circle
Pelham, Alabama 35124

JOINT SURVIVORSHIP DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Ninety-Two Thousand and 00/100 (\$92,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Nancy Pearson Tomlinson and husband George Randall Tomlinson** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Michael N. Gibson and wife, Jennifer Gibson**, (hereinafter referred to as GRANTEE), 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 49, according to the Survey of Chase Creek Townhomes, Phase I, as recorded in Map Book 18, Page 73 in the Probate Office of Shelby County, Alabama.

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

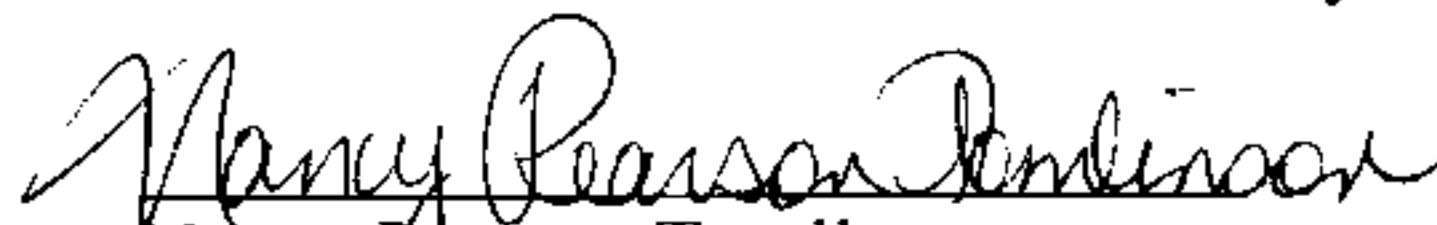
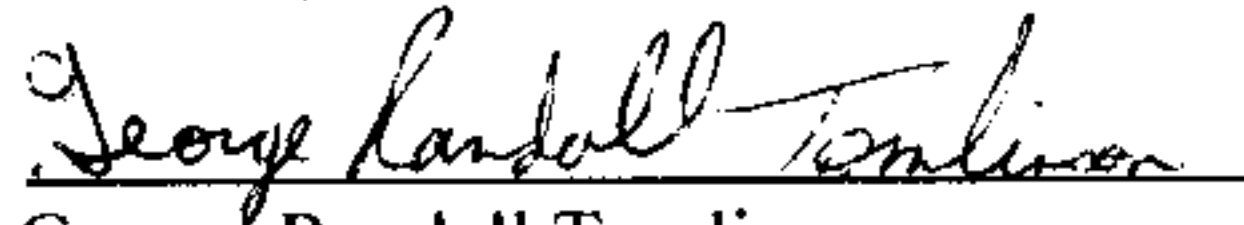
\$82,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

MC **NANCY PEARSON TOMLINSON AND NANCY LYNN HARRINGTON PEARSON ARE ONE AND THE SAME PERSON.**

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 GRANTEE, 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S 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 GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set their hand and seal this the 30th day of August, 2001.


Nancy Pearson Tomlinson

George Randall Tomlinson

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Nancy Pearson Tomlinson and husband George Randall Tomlinson, 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 Instrument signed their 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 August, 2001.


NOTARY PUBLIC

My Commission Expires: 2-20-03

PEGGY L. MURPHY
MY COMMISSION EXPIRES FEBRUARY 20, 2003

09/34/2001-37867
10:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JUL 08 2001