

This is A Corrected deed to correct the legal description in Instrument # 2001-13344


THIS INSTRUMENT WAS PREPARED BY:  
DOUGLAS L. KEY, ATTORNEY AT LAW  
POST OFFICE BOX 360345  
BIRMINGHAM, ALABAMA 35236

PLEASE SEND TAX NOTICE TO:  
JAMES W. MCKINNEY and wife, HELEN MCKINNEY  
313 WIXFORD TRACE  
ALABASTER, ALABAMA 35007

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

COUNTY OF SHELBY

  
20030424000253020 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
04/24/2003 13:17:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of ONE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$178,900.00) and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, JOHN C. PENROSE and wife, DIANE C. PENROSE, (herein referred to as Grantor whether one or more), do grant, bargain, sell and convey unto JAMES W. MCKINNEY and wife, HELEN MCKINNEY, (herein referred to as Grantees) as joint tenants for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

Lot 324, according to the Survey of Weatherly Wixford <sup>Moore</sup> Manor, Sector 24, as recorded in Map Book 20, Page 144, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year 2001, which are a lien but not yet due and payable until October 1, 2001.
2. Building setback line of 20 feet reserved from Wixford Trace, as shown by recorded Map.
3. 10 foot Easement on North and Northeast, as shown by recorded Map.
4. Restrictions, limitations and conditions, as shown by recorded Map.
5. Restrictions, covenants and conditions, recorded in Instrument #1996-7635, in the Probate Office of Shelby County, Alabama.
6. Mineral and mining rights and rights incident thereto recorded in Instrument #1995-30791, in the Probate Office of Shelby County, Alabama.
7. Non-exclusive perpetual easement for ingress and egress and utilities as set out in Instrument #1993-37547, as assigned as Instrument #1993-40410, in the Probate Office of Shelby County, Alabama.
8. Covenants and Agreement for water service and tap fees recorded in Instrument #1995-6003, in the Probate Office of Shelby County, Alabama.
9. Non-exclusive easement for ingress, egress and utilities as recorded in Instrument #1995-6002, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Grantees as joint tenants 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 or reversion.

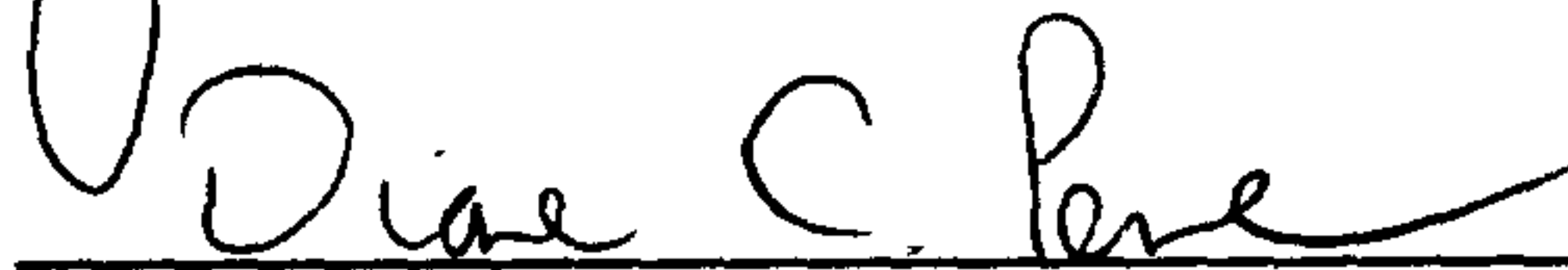
And we do for ourselves, and for our heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and 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.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5TH day  
of APRIL, 2001.



JOHN C. PENROSE



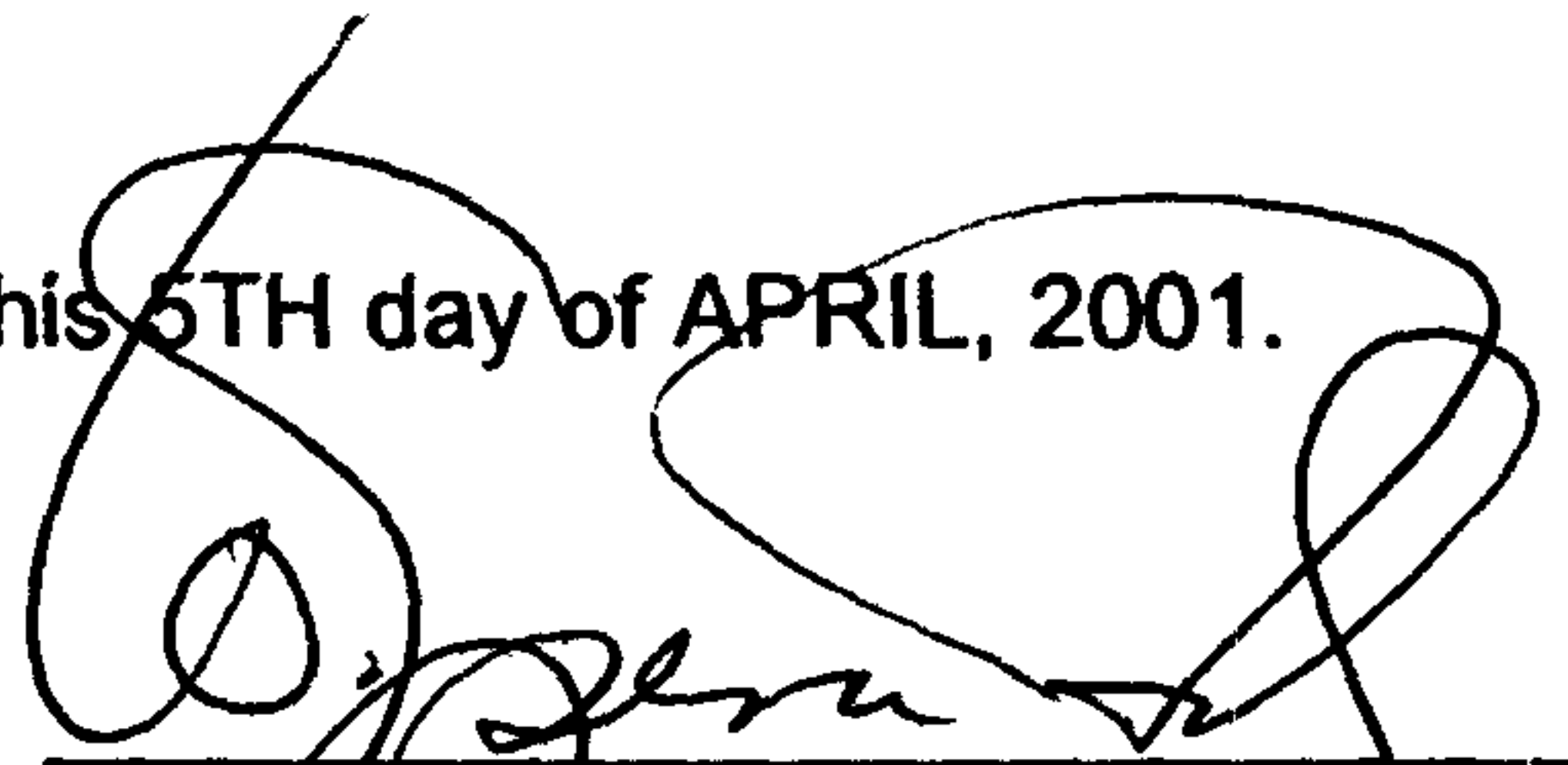
DIANE C. PENROSE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county, in said state, hereby certify that JOHN C. PENROSE and wife, DIANE C. PENROSE, 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 5TH day of APRIL, 2001.



NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 16, 2004  
EXPIRES