

R0304-1406JL



20030501000268410 Pg 1/2 39.00
Shelby Cnty Judge of Probate, AL
05/01/2003 13:33:00 FILED/CERTIFIED

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

Jon M. Turner, Jr.
NAJJAR DENABURG, P.C.
Attorneys at Law
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

JASON S. WALLER
170 BROOKHOLLOW DRIVE
PELHAM, ALABAMA 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED
JOINTLY WITH RIGHT OF SURVIVORSHIP

Know All Men by These Presents: That in consideration of **ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$124,500.00) DOLLARS** to the undersigned grantor or grantors in hand paid by the **GRANTEES** herein, the receipt of which is acknowledged, I (we), **ANGELIA L. STANFIELD, AN UNMARRIED PERSON** (herein referred to as **GRANTOR**) do grant, bargain, sell and convey unto **JASON S. WALLER AND REBEKAH L. WALLER, HUSBAND AND WIFE** (herein referred to as **GRANTEES**, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

LOT 31, ACCORDING TO THE SURVEY OF BROOKHOLLOW, SECOND SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

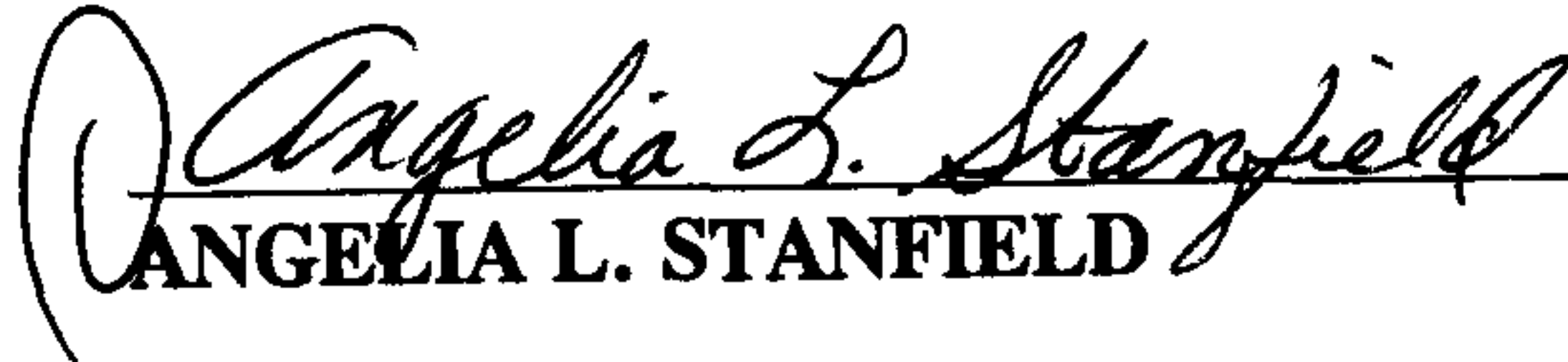
1. Subject to the taxes for the year beginning October 1, 2002, which constitutes a lien, but are not yet due and payable until October 1, 2003.
2. Restrictions appearing of record in Instrument #1993-32092, and as shown on recorded map.
3. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 127, Page 375.
4. A 10 foot building line along Brookhollow Drive as shown on recorded map.
5. Easement, conditions and agreement for sanitary sewer as described in Instrument #2000-03230.

\$118,275.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD 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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or 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 noted 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, **ANGELIA L. STANFIELD, AN UNMARRIED PERSON**, have hereunto set its signature and seal, this the **25TH** day of **APRIL, 2003**.

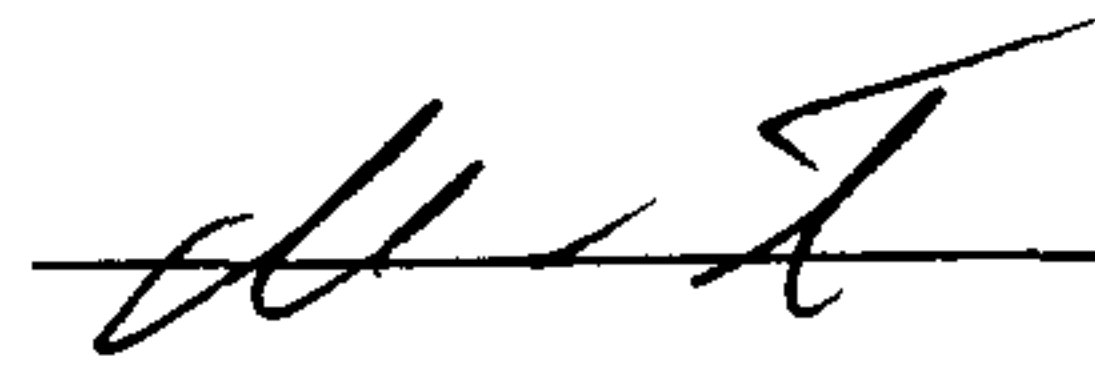


ANGELIA L. STANFIELD

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, hereby certify that **ANGELIA L. STANFIELD, AN UNMARRIED PERSON**, 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 conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the **25TH** day of **APRIL, 2003**.



Notary Public

My Commission Expires: _____ My Commission Expires May 21, 2004