

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred Thousand Two Hundred Sixty Seven and 19/100 (\$100,267.19) and other valuable considerations to the undersigned Grantor(s) in hand paid by the Grantee(s) herein, the receipt of which is hereby acknowledged, I/we, **Sharon B. Mason, as Trustee of the Adelia A. Mickler Revocable Trust Agreement dated January 30, 2001**, herein referred to as Grantor(s), does hereby GRANT, BARGAIN, SELL AND CONVEY unto **Ivey L. Mason, Jr. and Sharon B. Mason**, referred to as Grantee(s), as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, State of Alabama, to wit:

LOT 17, ACCORDING TO THE AMENDED AND CORRECTED MAP OF EAGLE TRACE PHASE 1, AS RECORDED IN MAP BOOK 29, PAGE 142, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO: Easements, restrictive covenants and right of ways as shown by the public records.

Ad valorem taxes for the year 2005, are a lien, but not yet due and payable, and any subsequent years.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE(S) 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 survives the other, the entire interest in fee simple shall be owned by the surviving Grantee, and if one does not survive the other, then the heirs and assigns FOREVER.

And GRANTOR(S) do covenant with the said GRANTEE(S), their successors and assigns, that they have lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that they have a good right to sell and convey the same to the GRANTEE(S), their successors and assigns, and that GRANTOR(S) will WARRANT and DEFEND the premises to the said GRANTEE(S), their successors and assigns forever, the lawful claims and demands of all persons, except as hereinabove provided.

IN WITNESS WHEREOF, Sharon B. Mason, as Trustee of the Adelia A. Mickler Revocalbe Trust Agreement dated January 30, 2001, who is authorized to execute this conveyance, has hereto set her signature and seal, this 22nd day of December, 2004.

SHARON B. MASON, AS TRUSTEE OF THE
ADELIA A. MICKLER REVOCABLE TRUST
AGREEMENT DATED JANUARY 30, 2001

BY:

SHARON B. MASON, TRUSTEE

WITNESS

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Sharon B. Mason, whose name as Trustee of Adelia A. Mickler Revocable Trust Agreement dated January 30, 2001, are to the foregoing conveyance and who is/are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 22nd day of December, 2004.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
CHRISTOPHER P. MOSELEY
Moseley & Associates, P.C.
3800 COLONNADE PARKWAY, SUITE 630
BIRMINGHAM, ALABAMA 35243

SEND TAX NOTICE TO:
Ivey L. Mason, Jr.
664 Talon Trace
Birmingham, Alabama 35242

CHRISTOPHER P. MOSELEY
MY COMMISSION EXPIRES 10/27/05