

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

This instrument was prepared by:
B. CHRISTOPHER BATTLES
3150 Highway 52 West
Pelham, AL 35124

Send tax notice to:
Donald Benson and Shelba H. Benson
156 Big Oak Drive
Maylene, AL 35114

**STATE OF ALABAMA
COUNTY OF SHELBY**

Know All Men by These Presents: That in consideration of **Forty thousand and no/100 \$40,000.00** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **Lula M. Hall, an unmarried woman and Jeffrey Neal Hall, a married man** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Donald Benson and Shelba H. Benson** (herein referred to as grantee, whether one or more), the following described real estate, situated in **Shelby** County, Alabama, to-wit:

See Exhibit "A" Legal Description attached hereto and made a part hereof.

Subject to mineral and mining rights if not owned by Grantor.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any of record.

This property does not constitute the homestead of the grantor, Jeffrey Neal Hall nor his spouse.

Lula M. Hall and Jeffrey Neal Hall are the surviving grantees of that certain deed recorded in Deed Volume 313, Page 519, the other grantee, Thomas O. Hall having died on or about October 4, 2001.

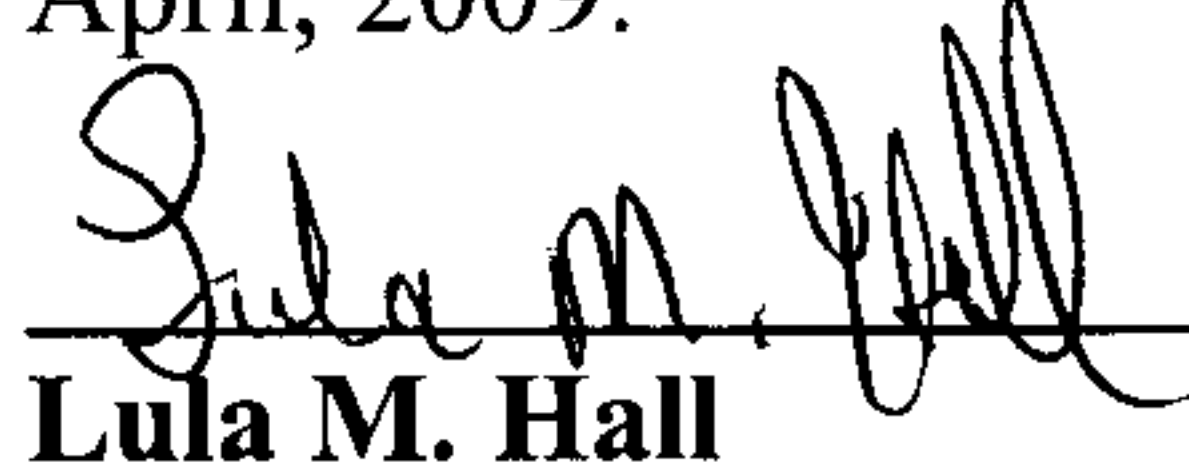
Lula M. Hall and Lula Mae Hall are one and the same person.

Jeffrey Neal Hall and Jeffrey N. Hall, Sr. are one and the same person.

To Have and to Hold to 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 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 said grantee, 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 29th day of April, 2009.



Lula M. Hall

by her agent and attorney in fact,
Jeffrey N. Hall Sr.

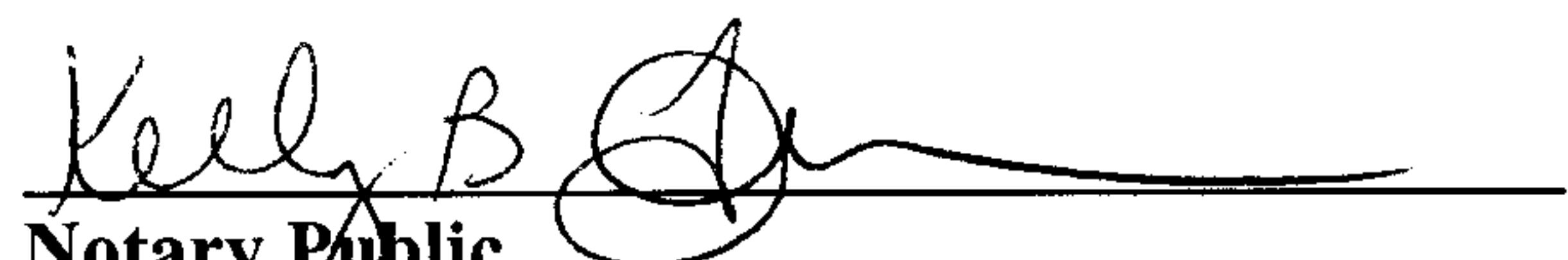


Jeffrey Neal Hall

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, Kelly B. Furgerson, a Notary Public in and for said County, in said State, hereby certify that **Jeffrey Neal Hall, a married man**, 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 this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of April, 2009.



Notary Public
My Commission Expires: 10-27-2010

KELLY B. FURGERSON
Notary Public - Alabama State At Large
My Commission Expires 10 / 27 / 2010



20090506000167240 2/3 \$57.00
Shelby Cnty Judge of Probate, AL
05/06/2009 09:38:52 AM FILED/CERT

ACKNOWLEDGMENT FOR POWER OF ATTORNEY

STATE OF ALABAMA COUNTY OF SHELBY


I, Kelly B. Furgerson, a Notary Public in and for said County, in said State, hereby certify that Jeffrey N. Hall, Sr., whose name as Attorney in Fact for Lula Mae Hall 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 this conveyance, she, in her capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of April, 2009.

Shelby County, AL 05/06/2009

State of Alabama

Deed Tax : \$40.00


Notary Public

My Commission Expires: 10-27-2010

KELLY B. FURGERSON

Notary Public - Alabama State At Large

My Commission Expires 10 / 27 / 2010

20090506000167240 3/3 \$57.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Lot 14, Block 1, according to the Survey of Nickerson's Subdivision of Helena Road, more particularly described as follows:

From the Southwest corner of Lot 12 of the NE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, according to the Map of Nickerson's Survey on Helena Road as recorded in Map Book 3, page 116, in the Probate Office of Shelby County, Alabama, run in a Northerly direction along the West lines of Lots 12 and 13 for a distance of 357 feet to the point of beginning of the South portion of Lot 14 herein described; from point of beginning continue to run Northerly along the West line of Lot 14 for a distance of 89 feet; thence run in an Easterly direction parallel with the South line of Lot 14 a distance of 300 feet; thence run in a Southerly direction along East line of Lot 14 for a distance of 89 feet; thence run in a Westerly direction along the East line of Lot 14 for a distance of 300 feet to the point of beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT:

Commence at the SW corner of Lot 12 of the NE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, according to the map of Nickerson Survey on Helena Road, as recorded in Map Book 3, page 116, in the Office of the Judge of Probate of Shelby County, Alabama, run in a Northerly direction along the West lines of Lots 12 and 13 for a distance of 277.00 feet to the Point of Beginning of the North portion of Lot 13; thence from point of beginning, continue to run in a Northerly direction along the West line of the North portion of Lot 13 for a distance of 80.00 feet; thence run in an Easterly direction along the North line of Lot 13 for a distance of 120.00 feet; thence run in a Southerly direction parallel to the West line of Lot 13 for a distance of 80.00 feet; thence run in a Westerly direction parallel to the North line of Lot 13 for a distance of 120.00 feet to the Point of Beginning.