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This instrument was prepared by:
(Name) Daniel M. Spittler, Attorney
(Address) 108 Chandalar Drive
Pelham, Alabama 35124

Send Tax Notice to:
(Name) Mr. Stanley Tank Early
(Address) 140 Mallard Pointe Drive
Pelham, Alabama 35124

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 --- DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, JAMES D. MASON d/b/a MASON CONSTRUCTION CO.

(herein referred to as grantors) do grant, bargain, sell and convey unto

STANLEY TANK EARLY and wife, ANGELA C. EARLY

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 24, according to the survey of Mallard Pointe Subdivision, as recorded in Map Book 10 page 70 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

Building setback line of 40 feet reserved from Mallard Pointe Drive as shown by plat.

Public utility easements as shown by recorded plat, including a 10 foot drainage easement, 5 feet on either side of lot.

Restrictions, covenants and conditions as set out in instrument recorded in Real 109 page 39 in Probate Office of Shelby County, Alabama.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 127 page 395 in Probate Office of Shelby County, Alabama.

Right of Way granted to South Central Bell by instrument recorded in Deed Book 202 page 448 and Real 98 page 98 in Probate Office of Shelby County, Alabama.

Easement to Alabama Power Company as shown by instrument recorded in Real 114 page 161 in Probate Office of Shelby County, Alabama.

Easement to South Central Bell as shown by instrument recorded in Real 114 page 290 in Probate Office of Shelby County, Alabama.

Agreement with Alabama Power Company as to underground cables recorded in Real 117 page 590 and covenants pertaining thereto recorded in Real 117 page 593 in Probate Office of Shelby County, Alabama.

Easement to Plantation Pipeline and South Central Bell as shown by instrument recorded in Real 116 page 277 in Probate Office of Shelby County, Alabama.

Mineral and mining rights if not owned by Grantor.

\$100,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEES 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 for such survivor forever, together with every contingent remainder and right of reversion.

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

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 29th day of January, 19 88.

WITNESS

STATE OF ALA. SHELBY Co.

I CERTIFY THIS INSTRUMENT WAS FILED

88 FEB -2 AM 9:33

STATE OF ALABAMA
SHELBY JUDGE OF PROBATE

COUNTY

} General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James D. Mason d/b/a Mason Construction Co., 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of January A.D., 19 88

1/25/90

My Commission Expires:

Notary Public