

This instrument was prepared by

(Name) Larry L. Halcomb  
3512 Old Montgomery Highway  
(Address) Birmingham, Alabama 35209

Send Tax Notice To: Janice S. Burke  
name 109 Mallard Pointe Drive  
Pelham, Alabama 35124  
address

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One hundred twenty four thousand and No/100 (124,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we,

Pamela K. Howington Millikan and husband, Marshall Millikan

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

Janice S. Burke

(herein referred to as GRANTEEES) as joint tenants with right of survivorship, the following described real estate situated in \_\_\_\_\_  
Shelby County, Alabama to-wit:

Lot 20, according to the Map and Survey of Mallard Pointe as recorded in Map Book 10, Page 70 and refiled in Map Book 12, Page 7, in the Probate Office of Shelby County, Alabama. Subject to taxes for 1992.

Subject to 40 foot building line from the front lot line, as shown on recorded map.

Subject to right of way granted to South Central Bell Telephone Company by instrument(s) recorded in Book 116, Page 277, and Book 114, Page 290.

Subject to Agreement with Alabama Power for underground residential distribution as recorded in Book 117, Page 590 and rerecorded in Book 126, Page 133.

Subject to terms, agreements and right of way to Alabama Power Company, as recorded in Book 117, Page 593, and rerecorded in Book 126, Page 136.

Subject to restrictions appearing of record in Book 109, page 39.

Pamela K. Howington Millikan and Pamela K. Howington is one and the same person.

\$117,800.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEEES 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 GRANTEEES, 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 GRANTEEES, 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 June, 1992

WITNESS: Pamela K. Howington Millikan (Seal)  
Date: 6/29/92 (Seal)  
Certified: Marshall Millikan (Seal)  
Signed: Marshall Millikan (Seal)

STATE OF ALABAMA

General Acknowledgment

JEFFERSON COUNTY

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that Pamela K. Howington Millikan and husband, Marshall Millikan, whose name S 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 29th day of June, A. D., 1992

Larry L. Halcomb

Notary Public

My Commission Expires January 23, 1994