

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY ONE & NO/100---- (\$124,751.00) DOLLARS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I James D. Mason d/b/a Mason Construction Company (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Merrell L. Horton, III, a married man (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land in the SW 1/4 of the SE 1/4 of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: Begin at the Southeast corner of Lot 39 of Woodland Hills, First Phase, Third Sector, as recorded in Map Book 6 page 7 in the Office of the Judge of Probate of Shelby County, Alabama; thence run West along the South line of said lot 168.89 feet radial to a point on a clockwise curve on the Easterly right of way of Oak Street, said curve having a delta angle of 05 deg. 40 min. 41 sec. and a radius of 305.03 feet; thence run Southerly along the arc of said curve 30.23 feet; thence continue tangent to curve, along said right of way 140.89 feet; thence turn left 90 deg. 00 min. 00 sec. and run East 160.03 feet; thence turn left 88 deg. 00 min. 28 sec. and run North 187.89 feet to the point of beginning; being situated in Shelby County, Alabama.

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

\$118,500.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 133 Oak Street Maylene, Alabama 35114

TO HAVE AND TO HOLD to the said grantee, his, her, or their heirs and assigns forever.

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 have hereunto set my hand and seal, this 27th day of October, 1995.

James D. Mason d/b/a Mason Construction Company
By: [Signature] (SEAL)
James D. Mason

STATE OF ALABAMA

SHELBY COUNTY COUNTY

10/31/1995-31310
12:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
General Acknowledgment 15.00

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 Company 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 27th day of October A.D., 1995

PEGGY I. MURPHREE
MY COMMISSION EXPIRES
2/20/99

[Signature]
Notary Public

2-20-99

Inst # 1995-31310