

Prepared without benefit of survey. Attorney makes no certification as to legal description to property.

Send Tax Notice To:

Christopher R. Holler and wife,
Kimberlee N. Holler

This instrument was prepared by:
James W. Fuhrmeister
Griffin, Allison, May, Alvis & Fuhrmeister
P. O. Box 380275
Birmingham, AL 35238

Inst # 1996-21788

Warranty Deed, Jointly For Life With Remainder To Survivor

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF Seventeen Thousand Five Hundred Dollars and 00/100 (\$17,500.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **W. Paul Yeager and wife, Clara Y. Yeager**, (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **Christopher R. Holler and wife, Kimberlee N. Holler**, (herein referred to as Grantees, whether one or more) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Attached Exhibit A

Subject to:

1. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3).
2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 82 page 252 in Probate Office, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Rights to be recorded.
3. Right(s)-of-Way(s) granted to South Central Bell by instrument(s) recorded in Real 87 page 184 in Probate Office.
4. Right(s)-of-Way(s) granted to Alabama Power Company and South Central Bell by instrument(s) recorded in Real 92 page 992 in Probate Office.
5. Non-exclusive easement for ingress and egress as set out in Real 211, page 194 and Real 214 page 422 in Probate Office.
6. Rights of others to use access easements as set out in the attached Exhibit A.
7. Existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

All of the above recited consideration was paid from a mortgage loan closed simultaneously herewith.

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07/08/1996-21788
03:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 31.00

F.A.

TO HAVE AND TO HOLD unto the said Grantees 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 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 do for myself and for my heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we (I) have hereunto set our hand(s) and seal, this 10th day of May, 1996.

W. Paul Yeager
Grantor - W. Paul Yeager

Clara Y. Yeager
Grantor - Clara Y. Yeager

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Paul Yeager and wife, Clara Y. Yeager, whose names 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 date the same bears date.

Given under my hand and official seal, this the 10th day of May, 1996.

[Signature]
Notary Public
My commission expires: 5/21/99

EXHIBIT A

07/08/1996-21788
 03:48 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 MCD 31.00

Commence at the NW corner of Section 21, Township 20 South, Range 2 West; thence run South 89 deg. 31 min. 35 sec. East along the northerly boundary of said section a distance of 386.86 feet to the northwesterly right of way of CSX Transportation Railroad (100 foot Right of Way); thence South 40 deg. 29 min. 31 sec. West along said right of way a distance of 69.88 feet to the Point of Beginning; thence South 65 deg. 32 min. 50 sec. West and leaving said right of way a distance of 651.47 feet; thence South 22 deg. 14 min. 19 sec. West a distance of 214.07 feet; thence South 49 deg. 31 min. 14 sec. East a distance of 208.84 feet to said northwesterly right of way of CSX Railroad; thence North 40 deg. 29 min. 31 sec. East along said right of way a distance of 793.42 feet to the Point of Beginning. being situated in Shelby County, Alabama.

60 FOOT INGRESS/EGRESS EASEMENT

Commence at the NW corner of Section 21, Township 20 South, Range 2 West; thence run South 89 deg. 31 min. 35 sec. East along the northerly boundary of said section a distance of 386.86 feet to the northwesterly right of way of CSX Transportation Railroad (100 foot Right of Way); thence South 40 deg. 29 min. 31 sec. West along said right of way a distance of 1072.16 feet; thence North 49 deg. 29 min. 41 sec. West a distance of 208.69 feet to the point of beginning of the southwesterly boundary of a 60 foot easement for ingress and egress lying along 60 feet to the northeast of and parallel to said southwesterly boundary; thence continue along the last described course a distance of 291.27 feet to the southeasterly right of way of Bent Rail Lane (60 foot Right of Way) and the end of said easement.

15 FOOT INGRESS/EGRESS EASEMENT

Commence at the NW corner of Section 21, Township 20 South, Range 2 West; thence run South 89 deg. 31 min. 35 sec. East along the northerly boundary of said section a distance of 386.86 feet to the northwesterly right of way of CSX Transportation Railroad (100 foot Right of Way); thence South 40 deg. 29 min. 31 sec. West along said right of way a distance of 1072.16 feet; thence North 49 deg. 29 min. 41 sec. West a distance of 208.69 feet to the Point of Beginning of the southeasterly boundary of a 15 foot easement for ingress and egress lying along 15 feet to the northwest of and parallel to said southeasterly boundary; thence North 40 deg. 26 min. 55 sec. East along said southeasterly boundary a distance of 208.76 feet to the end of said easement.

30 FOOT INGRESS/EGRESS EASEMENT

Commence at the NW corner of Section 21, Township 20 South, Range 2 West; thence run South 89 deg. 31 min. 35 sec. East along the northerly boundary of said section a distance of 386.86 feet to the northwesterly right of way of CSX Transportation Railroad (100 foot Right of Way); thence South 40 deg. 29 min. 31 sec. West along said right of way a distance of 1072.16 feet; thence North 49 deg. 29 min. 41 sec. West a distance of 208.69 feet to the point of beginning of the northwesterly boundary of a 30 foot easement for ingress and egress lying along 30 feet to the southeast of and parallel to said northwesterly boundary; thence North 40 deg. 26 min. 55 sec. East along said northwesterly boundary a distance of 208.76 feet to the end of said easement.