

Send Tax Notice To:

Richard W. Nichols and wife,
Rizalina D. Nichols
145 Cedar Cove Drive
Pelham, Alabama 35124

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

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 Thirty Thousand Dollars and 00/100 (\$30,000.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **Ben Cleary, a married man** (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **Richard W. Nichols and wife, Rizalina D. Nichols**, (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:

Lot 2, according to the survey of Clearyland Subdivision, as recorded in Map Book 10, Page 95, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for 1997 and subsequent years. 1997 ad valorem taxes are a lien but not due and payable until October 1, 1997.
2. Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
3. Easement to Alabama Power Company recorded in Real Book 157, Page 605 in Probate Office of Shelby County, Alabama.
4. Easement to City of Columbiana recorded in Real Book 283, Page 149 in Probate Office.
5. Right of way to Shelby County recorded in Deed Book 198, Page 189 and Deed Book 198, Page 191 in Probate Office.
6. 10 foot construction easement along west side of said lot as shown on recorded map.
7. All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

NOTE: \$ 24,000.00 of the above recited consideration was paid from the proceeds of a mortgage loan executed simultaneously herewith.

06/10/1997-18123
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 18.00

Inst # 1997-18123

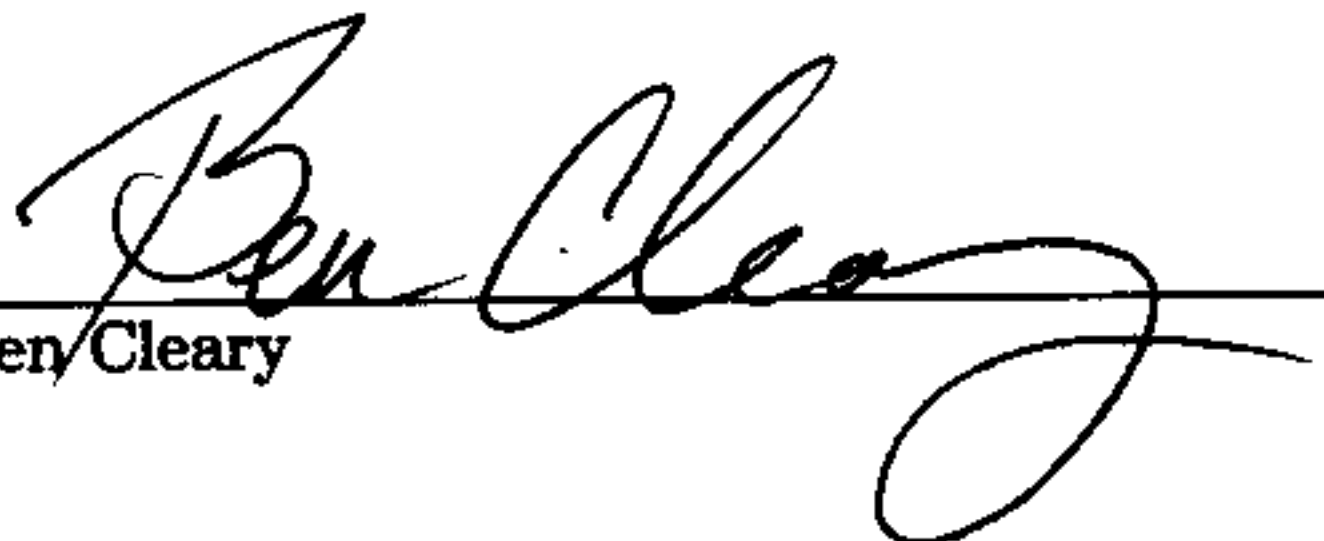
NOTE: This property does not constitute the homestead of the grantor.

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 enancy 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 30th day of May, 1997.

WITNESS:

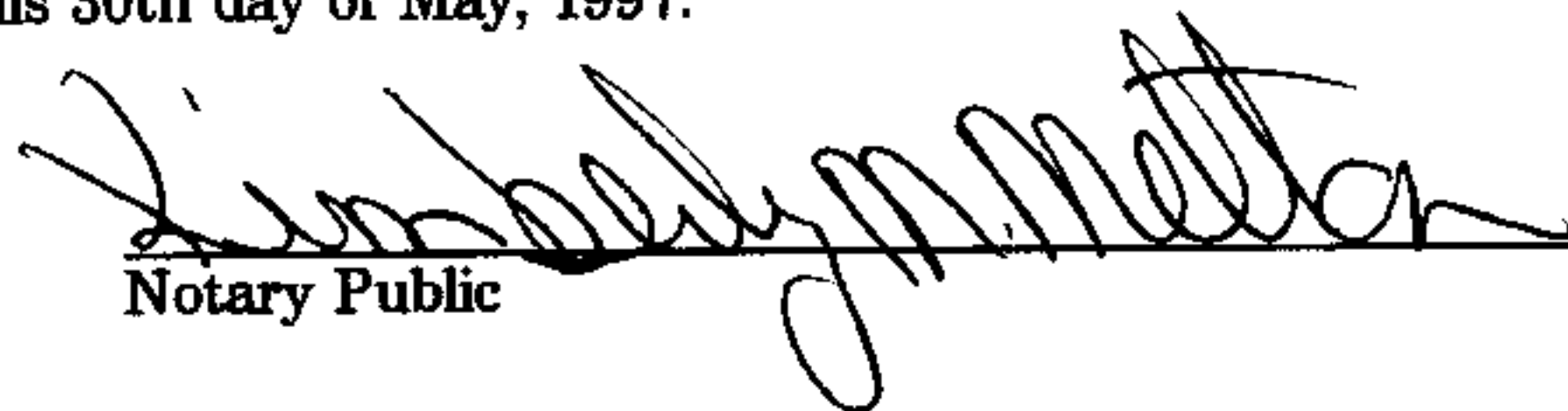

Ben Cleary

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify that Ben Cleary, 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 30th day of May, 1997.


Notary Public

Inst # 1997-18123

-2-

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