

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
PHILLIP BROOME
1123 ALFORD AVE
BIRMINGHAM AL.
35226

Inst # 1997-32803

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Sixty Thousand and No/100 Dollars (\$60,000.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, RANDALL H. GOGGANS, a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto PHILLIP BROOME and APRIL BROOME (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 21, according to the Survey of Oak Crest, Sector Two as recorded in Map Book 20, Page 29 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 1998 and thereafter; (2) Building setback line of 50 feet reserved from High Crest Road as shown by plat. (3) Easements as shown by recorded plat, including 30 feet Alabama Power Company Easement through the Northerly side of lot. (4) Restrictions, covenants and conditions as set out in instrument(s) recorded in Instrument #1996-2205 in Probate Office. (5) Transmission Line Permit(s) to Alabama power Company as shown by instrument(s) recorded in Deed Book 127 page 442 in Probate Office. (6) Right(s)-of-Way(s) granted to South Central Bell by instrument(s) recorded in Real 116 page 275 in Probate Office. (7) Restrictions, limitations and conditions as set out in Map Book 20 page 129 A & B. (8) Agreement with Alabama Power Company recorded in Instrument #1995-1633 in Probate Office. (9) A 100 foot right of way granted to Alabama Power Company as shown by recorded plat. (10) A perpetual easement, the centerline of which is the creek crossing the property, said easement being 15 feet on either side of such centerline, and the purpose of this easement being for the maintenance of the creek and drainage apparatus (including siltation ponds) on the property as shown by Instrument #1996-42540 in Probate Office. (11) Perpetual easement for ingress and egress to creek as shown by Instrument #1996-42540 in Probate Office. (12) Reservation in deed recorded as Instrument #1996-42540 of the right to modify the Declarations of Restrictive Covenants for Oak Crest Sector Two in order to impose upon the owners of all or a part of the lots within Oak Crest Sector Two, the obligation for the maintenance of the creek and siltation retainage pond location on the land.

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10/08/1997-32803
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 71.00

Inst # 1997-32803

The property conveyed herein is not the homestead of the Grantor or his spouse.

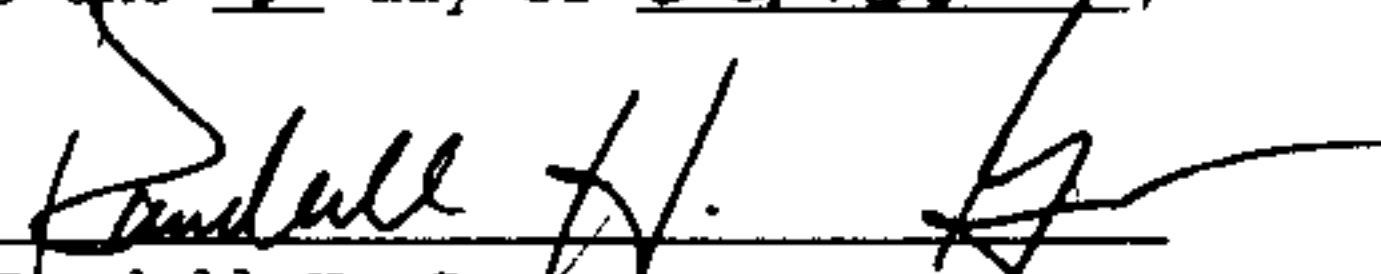
Grantor hereby quitclaims to Grantee mineral and mining rights but does not warrant the same.

Grantees, their successors and assigns, shall take all steps necessary to prevent silt movement during and after construction of improvements on the property conveyed herein by the proper implementation of best management practices. Grantees, their successors and assigns shall indemnify Grantor and Oak Crest Homeowners Association, Inc. for any claims, demands, causes of action or suits that result of the breach of this provision.

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 of such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors and administrators, covenant with said Grantees, their successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I 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 successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, RANDALL H. GOGGANS, has hereunto set his hand and seal, this the 3 day of OCTOBER, 1997.


Randall H. Goggans

STATE OF AL)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, a married man, 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3 day of OCTOBER, 1997.


Notary Public
My Commission Expires: 3.1.98