

PREPARED BY: TERESA SHUNNARAH/CU Lending, Inc., 22 Inverness Center Parkway, Suite 210, Birmingham, Alabama 35242

SEND TAX NOTICE TO: LYNN HIGHTOWER AND KEVIN MOORE
621 PARKSIDE CIRCLE, HELENA, AL 35080

CORPORATE WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of ONE HUNDRED ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$101,900.00) to the undersigned Grantor or Grantors, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, C. W. FULGHAM CONSTRUCTION, INC. BY C.W. FULGHAM, ITS PRESIDENT, a corporation (herein referred to as GRANTOR) does grant, bargain, sell and convey unto, LYNN HIGHTOWER AND HUSBAND, KEVIN MOORE (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 25 ACCORDING TO THE SURVEY OF PARKSIDE, AS RECORDED IN MAP BOOK 22, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- (1) Subject to property taxes for the current year.
- (2) Subject to easements, restrictions, covenants and conditions, if any.
- (3) Subject to mineral and mining rights.
- (4) Subject to 25 foot building setback line along the front, 20 foot building setback line along the rear lot line, right of ways, easements of 15 feet along the back of subject lot, and 10 foot easement along side of subject lot, restrictions, reservations and conditions, if any, as recorded in Map Book 22, Page 133.
- (5) Subject to covenants, conditions and restrictions (deleting there from, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 1997-25647 in the official records of Shelby County.

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 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 the GRANTOR does for itself and for its successors and assigns covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns 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, the undersigned officer on behalf of the corporation has placed its hand and seal, on DECEMBER 18, 1998.

C.W. FULGHAM CONSTRUCTION, INC.


BY: C. W. FULGHAM
ITS: PRESIDENT
Inst # 1999-00757

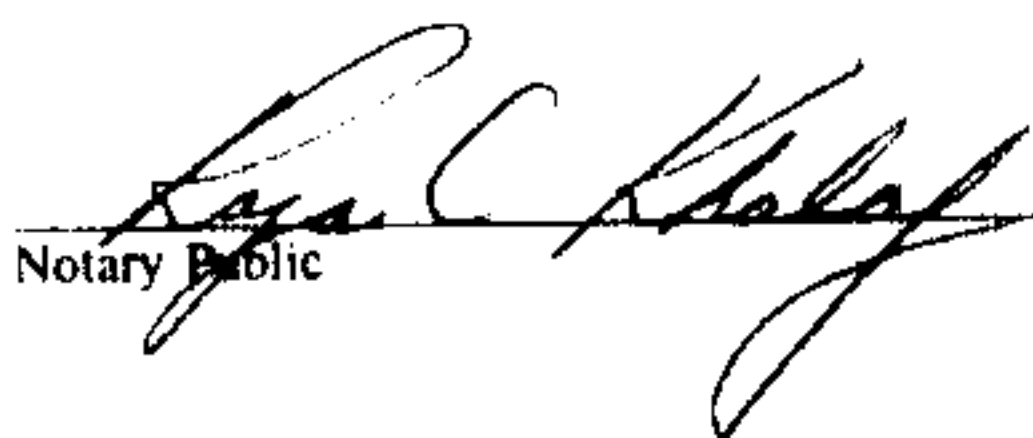
01/07/1999-00757
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 110.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that C.W. FULGHAM, whose name is signed as PRESIDENT of C.W. FULGHAM CONSTRUCTION, INC., a corporation, to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, (s)he, in such capacity, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal on the DECEMBER 18, 1998

My commission expires: 9-21-2002


Notary Public