

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
Five Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

LELAND K. LITTLE, JR.
614 SHOAL RUN TOWER
BIRMINGHAM, AL 35242

01/07/1999-00802
09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CMH 49.00

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of TWO HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED and 00/100 (\$264,800.00) DOLLARS to the undersigned grantor, HANDLEY ENTERPRISES, INC. DBA HANDLEY CONSTRUCTION CO. in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto LELAND K. LITTLE, JR. and NINA M. LITTLE, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 808, ACCORDING TO THE SURVEY OF EAGLE POINT, 8TH SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 24 PAGE 147 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1998 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1999.
2. BUILDING SETBACK LINE OF 30 FEET RESERVED FROM EAGLE POINT CIRCLE AND EAGLE POINT TRAIL AS SHOWN BY PLAT.
3. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN DEED 206 PAGE 448 IN PROBATE OFFICE.
4. TRANSMISSION LINE PERMIT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN DEED 111 PAGE 408; DEED 149 PAGE 380 AND DEED 109 PAGE 70 IN PROBATE OFFICE.
5. RESERVATION FOR AN 80 FOOT EASEMENT(S) AS SHOWN BY INSTRUMENT RECORDED IN INST. #1994-20416 IN PROBATE OFFICE.
6. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS SET OUT IN DEED 331 PAGE 262 AND DEED 81 PAGE 417 IN PROBATE OFFICE.
7. RELEASE(S) OF DAMAGES AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. #1996-26590 IN PROBATE OFFICE.
8. COVENANT RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OR HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 24 PAGE 127 IN PROBATE OFFICE.
9. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 24 PAGE 127.

10. RIGHTS OF OTHERS TO USE IN AND TO EASEMENT(S) AND RIGHT(S)-OF-WAY(S) AS SHOWN BY INSTRUMENT RECORDED IN DEED 290 PAGE 842 IN PROBATE OFFICE.

11. INGRESS, EGRESS AND UTILITY EASEMENT(S) AS SHOWN BY INSTRUMENT RECORDED IN INST. #1998-42638 IN PROBATE OFFICE.

\$227,150.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or 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, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, HANDLEY ENTERPRISES, INC. DBA HANDLEY CONSTRUCTION CO., by its PRESIDENT, JAMES D. HANDLEY who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 18th day of December, 1998.

HANDLEY ENTERPRISES, INC. DBA
Handley Construction Company
By: *James D. Handley*
JAMES D. HANDLEY, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JAMES D. HANDLEY, whose name as PRESIDENT of HANDLEY ENTERPRISES, INC., a corporation DBA HANDLEY CONSTRUCTION CO., 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 18TH day of DECEMBER, 1998.

[Signature]
Notary Public

My commission expires: 7/1/02

Inst. # 1998-00802

01/07/1999-00802
09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 49.00