

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Sam W. Bennett
Susan E. Bennett
1200 Country Club Circle
Birmingham, AL 35244

Inst # 1999-16034

**WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Thousand and No/100, (\$600,000.00), DOLLARS, in hand paid to the undersigned, Harold J. Fallon, and spouse, Joann B. Fallon, (hereinafter referred to as "GRANTORS"), by Sam W. Bennett and spouse, Susan E. Bennett, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEES, as joint tenants with right of survivorship, the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lots 14 and 15, Block 7, according to the Survey of Applecross, a Subdivision of Inverness, as recorded in Map Book 6, Page 42 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

SUBJECT TO:

1. Ad valorem taxes for the year, 1999.
2. Easements as shown by recorded plat.
3. Restrictions, covenants and conditions as set out instruments recorded in Misc. Book 10, Page 515; Misc. Book 13, Page 154 and Misc. Book 17, Page 183 in Probate Office.
4. Transmission Line Permit(s) to Alabama Power Company as shown by instruments recorded in Deed Book 109, Page 293 and Deed Book 126, Page 343 in Probate Office.
5. Easements to Alabama Power Company as shown by instrument recorded in Deed Book 291, Page 386 and Deed Book 293, Page 755 in Probate Office.
6. Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 10, Page 558 and covenants pertaining thereto recorded in Misc. Book 10, Page 557 in Probate Office.
7. 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 Book 64, Page 267 in Probate Office.
8. Riparian Rights, if any, in and to the use of Heather Lake.
9. Less and except any portion of the land lying within Heather Lake.
10. Deed and Agreement by and between, Metropolitan Life Insurance Company, Inverness Point Homeowners Association, Inc., and the City of Hoover, in regard to sanitary sewage treatment facility as recorded in Real 314, Page 561 and Agreement and Assignment as recorded in Real 328, Page 64 and Supplemental deed and agreement in Real 365, Page 876 in Probate Office.

11. License Agreement, as to driveway, as set out in Instrument #1993-35906 in Probate Office.
12. Encroachments of concrete driveway, fence and steps onto easements on Lot 15 as set out on the survey of Laurence D. Weygand dated May 21, 1992.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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 we do for ourselves and for our heirs, executors, and administrators covenant with the 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 we will and our 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.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 12th day of April, 1999.

 (SEAL)
Harold J. Fallon
GRANTOR

 (SEAL)
Joann B. Fallon
GRANTOR


 (SEAL)
Sam W. Bennett
GRANTEE

 (SEAL)
Susan E. Bennett
GRANTEE

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harold J. Fallon and spouse, Joann B. Fallon, 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 day the same bears date.

Given under my hand and official seal this 12th day of April, 1999.



NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES MAY 21, 2000

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sam W. Bennett and spouse, Susan E. Bennett, whose names are signed to the foregoing conveyance as GRANTEES, 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 day the same bears date.

Given under my hand and official seal this 12th day of April, 1999.



NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES MAY 21, 2000

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