

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

Send Tax Notice To:  
RANDALL G. BEARDEN  
37 HUNTERS TRACE  
PELHAM, AL  
35124

2192-6661 1999-26172

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS**

STATE OF ALABAMA )  
SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Thirty-Seven Thousand Five Hundred and No/100 Dollars 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 RANDAL E. BEARDEN and DONNA M. BEARDEN (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, (the Property) situated in Shelby County, Alabama, to-wit:

Described as Lot 6-A according to the Survey of Oak Forest, as recorded in Map Book 25, Page 111 in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:** (1) Taxes due in the year 1999 and thereafter; (2) Easements, restrictions and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor.

Grantor represents and warrants that there are no outstanding assessments due any governmental or quasi-governmental authority.

The Property conveyed here is not the homestead of the Grantor or his spouse.

~~REPURCHASE RIGHT, in the event, within one year of today's date, Grantee has not caused construction to be commenced on the Property, Grantor hereby retains the right (but not the obligation) to repurchase the Property for \$37,500.00. This Repurchase Right shall be effective for 30 days after June 21, 2000. Upon presentation by Grantor to Grantee of the amount of \$37,500.00 within such 30 day period, Grantee shall execute a general warranty deed to Grantor conveying good and merchantable title to Grantor of the Property subject only to current years taxes, easements, restrictions and right-of-way of record and mineral and mining rights not owned by Grantee. Any lien effecting the Property shall be discharged from the \$37,500.00 tendered by Grantor. This Repurchase Right is personal to Grantor and is not assignable. After construction of improvements on the Property conveyed herein, Grantee may convey the Property free of this repurchase right by placing a statement in the deed conveying the Property that improvements have been constructed on the Property.~~ PLH6  
BY  
JTY

**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 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.

**IN WITNESS WHEREOF**, the undersigned, RANDALL H. GOGGANS, has hereunto

06/23/1999-26172  
C:\MyFiles\Jim\GOGGANS\Goggans-Oak Forest\Bearden\WD 6-21-99.rtd  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 48.50

set his hand and seal, this the 21 day of JUN 1999.

Randall H. Goggans  
RANDALL H. GOGGANS

STATE OF AL )

COUNTY OF Jay )

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 instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21 day of JUN, 1999.

[Signature]  
Notary Public

My Commission Expires: 3-1-2002

Inst # 1999-26172

C:\MyFiles\Jim\GOGGANS\Goggans-Oak Forest\Beardson2; MD 6-23-99-26172  
06/23/1999-26172  
11:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 48.50