

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

sale price
\$239,957.11
do base deed to

SEND TAX NOTICE TO:
Mario Mazzei
Lisa W. Mazzei
1013 Eagle Lake Circle
Birmingham, AL 35242

Inst # 2000-07400

03/08/2000-07400
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE & PUBLIC
\$3.50

STATUTORY CORPORATION 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 TEN DOLLARS AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION, (\$10.00), DOLLARS, in hand paid to the undersigned, Joseph Development & Construction, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Mario Mazzei, and spouse, Lisa W. Mazzei, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does 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:

Lot 761, according to the Survey of Eagle Point 7th Sector - Phase 2, as recorded in Map Book 23, Page 115, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2000.
2. 25 foot building line, as shown by recorded map.
3. 20 foot drainage and sanitary sewer easement, as shown by recorded Map.
4. Restrictions as shown by recorded Map.
5. Restrictions appearing of record in Instrument 1995-18658 and Instrument 1998-32332, in the Probate Office of Shelby County, Alabama.
6. Mineral and mining rights and rights incident thereto recorded in Instrument 1996-25789; Instrument 1994-20416 and Volume 331, Page 262, in the Probate Office of Shelby County, Alabama.
7. Right of Way granted to Alabama Power Company by instrument recorded in Volume 111, Page 408 and Volume 149, Page 380, in the Probate Office of Shelby County, Alabama.

\$200,000.00 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.


GRANTORS make no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTORS have neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTORS.

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, the said GRANTOR, by its Leo E. Joseph, Jr., whose name is President, who is authorized to execute this conveyance, has hereto set his signature and seal, this 7th day of March, 2000.

IN WITNESS WHEREOF, we, the GRANTEES, have hereunto set our hands and seals, this 7th day of March, 2000.


Joseph Development & Construction, Inc.



By: Leo E. Joseph, Jr. (SEAL)
ITS: President
GRANTOR



Marie Mazzei (SEAL)
GRANTEE



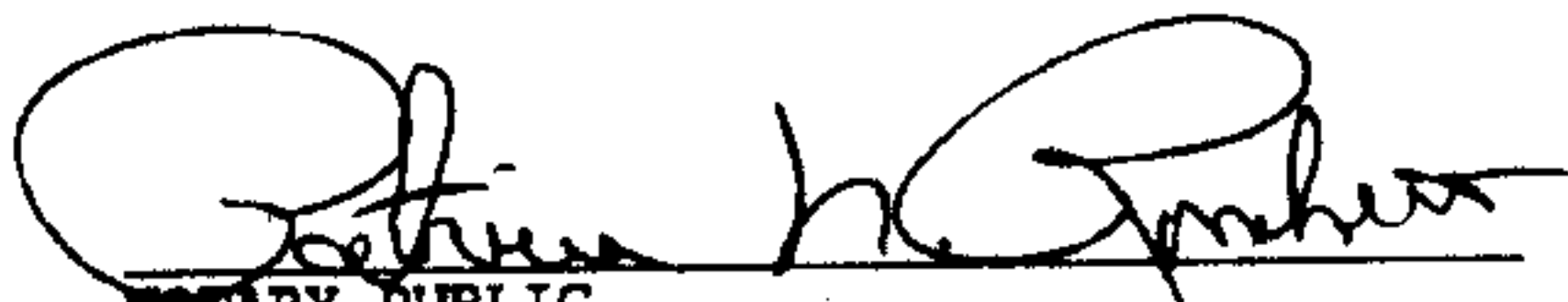
Lisa W. Mazzei (SEAL)
GRANTEE

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 Leo E. Joseph, Jr. whose name as President of Joseph Development & Construction, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7th day of March, 2000.

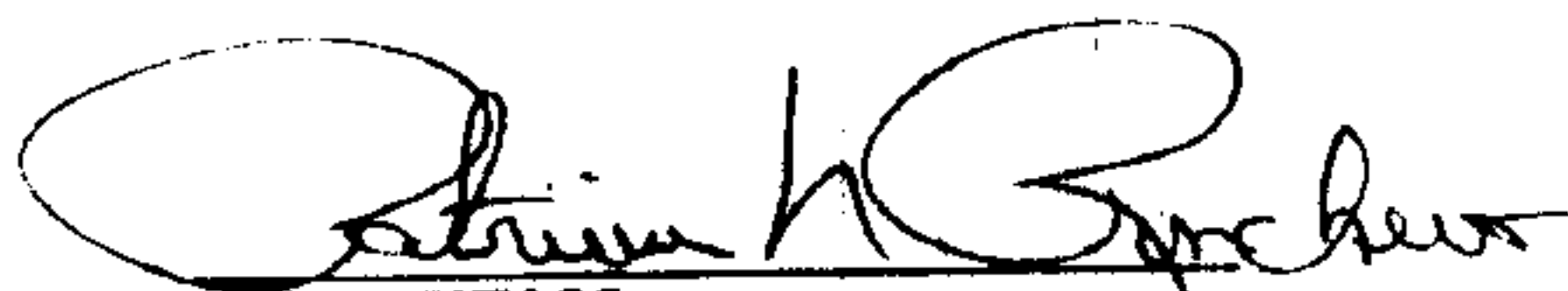

NOTARY PUBLIC
My commission expires: 2-20-2001

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 Mario Mazzei, and spouse, Lisa W. Mazzei, 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 7th day of March, 2000.


NOTARY PUBLIC
My commission expires: 2-20-2001

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SHELBY COUNTY JUDGE OF PROBATE
003 106 52.50