

THIS INSTRUMENT PREPARED BY:  
Courtney Mason & Associates, P.C.  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:  
Thomas P. Grillo  
1030 Hermitage Circle  
Birmingham, Alabama 35243

STATE OF ALABAMA ) **CORPORATION**  
 ) **JOINT SURVIVORSHIP DEED**  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Eighty-Six Thousand and 00/100 (\$286,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Jim Gunter Construction Co., Inc., a corporation and Charles Poe, a married individual** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **Thomas P. Grillo and Diane West Grillo, husband and wife**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 3105, according to the Amended Map of Highland Lakes, 3rd Sector, Phase I, an Eddleman Community, recorded in Map Book 21 page 124 in the Probate Office of Shelby County, Alabama. Together with non-exclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded in Instrument 1994-07111 and amended in Instrument 1996-17543 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, recorded in Instrument 1996-17544 in the Probate Office of Shelby County, Alabama, which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration". All being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$195,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

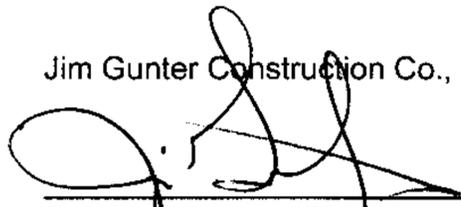
Subject property does not constitute the homestead of the Grantor herein, as defined by the Code of Alabama.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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, forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR JIM GUNTER CONSTRUCTION CO., INC. by its President, Jim Gunter, AND said GRANTOR, CHARLES POE, who is authorized to execute this conveyance, hereto set their signatures and seal this the 26th day of July, 2000.

Jim Gunter Construction Co., Inc.



By: Jim Gunter, President



Charles Poe

Inst # 2000-25444

07/31/2000-25444

08:15 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 WMS 102.00

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jim Gunter, whose name as President of Jim Gunter Construction Co., 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 26th day of July, 2000.

NOTARY PUBLIC  
My Commission Expires: 3/5/03

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES MARCH 5, 2003

State of Alabama)  
County of Shelby)

I, the undersigned, hereby certify that Charles Poe, a married individual, whose name 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 executed the same voluntarily on the day of same bears date.  
GIVEN UNDER MY HAND THIS 26TH DAY OF JULY, 2000.

NOTARY PUBLIC  
My Commission Expires: 3/5/03

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES MARCH 5, 2003

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