

THIS INSTRUMENT PREPARED BY:
WEATHINGTON & MOORE, P.C.
Post Office Box 310
Moody, Alabama 35004

Send Tax Notice To:
James T. McSweeney

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned Grantor or Grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, MYRNA L. MCSWEENEY AND HUSBAND, JOSEPH MCSWEENEY (herein referred to as Grantors) do grant, bargain, sell and convey unto JAMES T. MCSWEENEY AND KATHY DENESE MCSWEENEY (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 situated in Shelby County, Alabama, to-wit:

A parcel of land being situated in the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 21 South, Range 2 West, Shelby County, Alabama; more particularly described as follows: commence at the Southeast corner of the NE 1/4 of NE 1/4, Section 4, Township 21 South Range 2 West; thence north 764.27 feet more or less to the point of beginning; thence along the same line 257.36 feet more or less; thence west 662.45 feet more or less to a point; thence South 357.36 feet more or less to a point; thence east 331.22 feet more or less to a point; thence north 100 feet more or less to a point; thence east 331.22 feet more or less to the point of beginning.

Also an easement for ingress and egress more particularly described as follows: commence at the Southeast corner of the NE 1/4 of NE 1/4, Section 4, Township 21 South Range 2 West; thence west 647.00 feet more or less to point of beginning of easement; thence north 606.22 feet more or less to a point; thence west 15.00 more or less to a point; thence south 606.22 feet more or less to a point; thence east 15.00 feet more or less to the point of beginning of easement.

This instrument was prepared without benefit of a Title Insurance Commitment or other title examination. The legal description was furnished by the Grantor.

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 for such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and

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administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors, and administrators shall warrant and defend the same to the GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal(s) this 8
day of March, 2001.

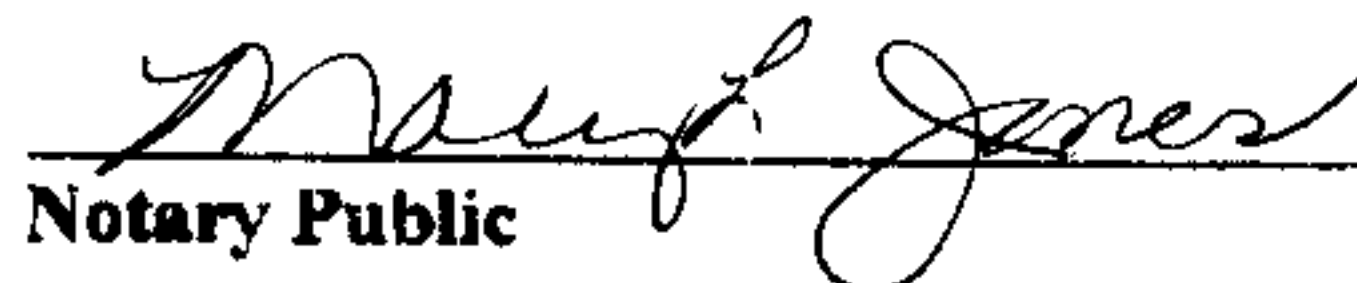

MYRNA L. MCSWEENEY

JOSEPH MCSWEENEY

Shelby
STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Myrna L. McSweeney and Joseph McSwccncy whose name(s) 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 5 day of MARCH, 2001.


Notary Public

My Commission Expires:

~~MY COMMISSION EXPIRES~~

~~OCTOBER 29, 2004~~

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