

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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Attorneys at Law
Five Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

TERRY W. PENNINGTON
113 SAVANNAH LANE
CALERA, AL 35040

Inst # 2001-09401

03/16/2001-09401
09:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
15.00
002 MEL

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED SIXTY ONE THOUSAND NINE HUNDRED and 00/100 (\$161,900.00) DOLLARS to the undersigned grantor, LEWIS INTEGRITY HOMES, INC., in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto TERRY W. PENNINGTON and NICOLE PENNINGTON, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 324, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, A RESIDENTIAL SUBDIVISION, SECTOR IV, PHASE I, AS RECORDED IN MAP BOOK 26 PAGE 49 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2000 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2001.
2. BUILDING SETBACK LINE OF 20 FEET RESERVED FROM SAVANNAH LANE AS SHOWN BY PLAT.
3. EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 7.5 FEET ON THE SOUTHWESTERLY SIDE OF LOT.
4. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. #2000-1702 AND INST. #2000-39586 IN PROBATE OFFICE.
5. RIGHTS OF OTHER TO USE ACCESS EASEMENT AS SET OUT IN DEED BOOK 170 PAGE 169 IN PROBATE OFFICE.
6. RIGHTS RESERVED BY THE GRANTORS IN DEED BOOK 170 PAGE 169 TO KEEP A GATE AS TO ACCESS ROAD.
7. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 26 PAGE 49.

\$165,138.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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.

IN WITNESS WHEREOF, the said JOHN R. LEWIS AS PRESIDENT OF LEWIS INTEGRITY HOMES, INC., has hereunto subscribed her name on this the 16th day of February, 2001.

LEWIS INTEGRITY HOMES, INC.


JOHN R. LEWIS, PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHN R. LEWIS, whose name as PRESIDENT of LEWIS INTEGRITY HOMES, INC., 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 or she, in her capacity as Executrix, executed the same voluntarily on the day same bears date.

Given under my hand this the 16th day of February, 2001.


Notary Public

My commission expires: 9.29.02

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