

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

ANTHONY W. NIEVES
208 BUCK CREEK CIRCLE
ALABASTER, AL 35007

Inst # 2001-30931
07/25/2001-30931
01:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 16.00

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED TWO THOUSAND FIVE HUNDRED and 00/100 (\$102,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, PATRICK SMITH and LEIGH ANN SMITH, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto ANTHONY W. NIEVES, AN UNMARRIED PERSON and LINDSAY M. BERTELLA, AN UNMARRIED PERSON and STEVE W. NIEVES, A MARRIED PERSON, (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 3, ACCORDING TO THE SURVEY OF BUCK CREEK LANDING, AS RECORDED IN MAP BOOK 20, PAGE 136, 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. 20 FOOT SETBACK LINE FROM BUCK CREEK CIRCLE AND A 10 FOOT UTILITY EASEMENT ALONG THE REAR LOT LINE, AS SHOWN ON RECORDED MAP.
3. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RIGHTS, AS RECORDED IN INSTRUMENT #1996-06647.
4. RIGHT OF WAY AND EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN BOOK 213, PAGE 992.
5. AGREEMENT FOR UTILITIES EASEMENT IN INSTRUMENT #1996-4043.
6. EASEMENT(S) TO PLANTATION COMPANY, AS RECORDED IN DEED BOOK 112, PAGE 281.
7. NOTES AS SHOWN ON RECORDED MAP(S).

LEIGH ANN SMITH AND LEIGH ANN BLACK ARE ONE AND THE SAME PERSON.

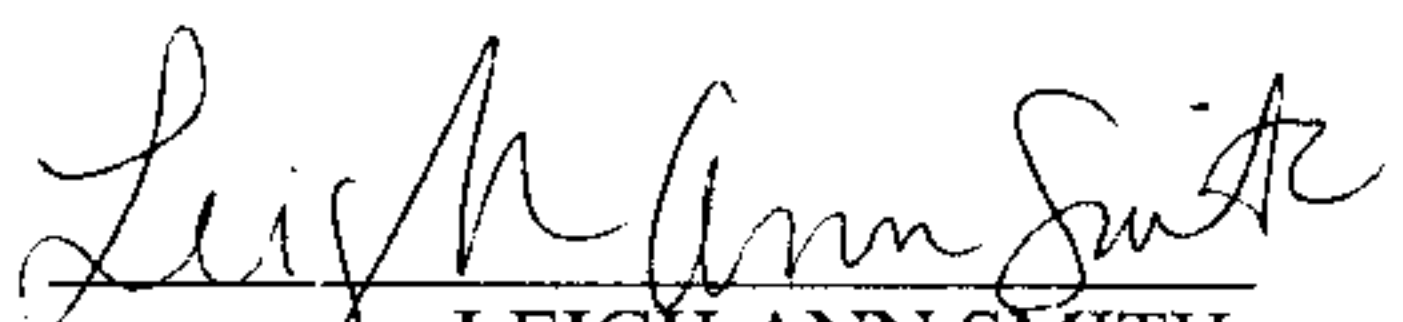
\$100,916.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or 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 said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, PATRICK SMITH and LEIGH ANN SMITH, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 27th day of June, 2001.


PATRICK SMITH


LEIGH ANN SMITH

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that PATRICK SMITH and LEIGH ANN SMITH, HUSBAND AND WIFE, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of June, 2001.


Notary Public

My commission expires: 7/1/02

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