

SEND TAX NOTICE TO:
Gary L. and Donna M. Ross
1572 Hwy 1
Bessemer, AL 35022

This instrument was prepared by:

Donna M. Ross
1065 Highway 35
Pelham, AL 35124

Inst # 2001-44875

10/16/2001-44875
02:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 39.00

STATUTORY WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of
Twenty Five Thousand (25,000.00) to the undersigned Grantor or Grantors

MICHAEL DAVID MITCHEM

An Alabama resident (herein referred to as Grantor), in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto

GARY L. and DONNA M. ROSS

(herein referred to as Grantee whether one or more) the following described real estate, situated in
Shelby County, Alabama.

Tract 3, as recorded in Map Book 28, Page 113, in Probate Office, Shelby County, Alabama

The conveyance of this property, is made subject to the following exceptions:

- (I) Mineral and mining rights not owned by the Grantor;
- (ii) Easements, Right-of-Way, set back lines and building lines of record;

By GRANTEE acceptance of this deed, GRANTEE 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 survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

That GRANTOR not be liable for, and no action shall be asserted against grantor for loss or damage on



account of injuries to the property or to any buildings improvements or structures now or hereafter located upon the property or on account of injuries to any owner, occupant, or other person in or upon the property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitations, sinkholes, underground mines and limestone formations) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property. For purpose of this paragraph the terms Grantor shall mean and refer to

- (I) the officers, directors, agents and employees of Grantor
 - (ii) any successors or assigns of Grantor
 - (iii) any successors and assigns of Grantor's interest in the property.
- This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all heirs and assigns forever.

And the grantor will warrant and defend the right and title to the above described property into the Grantee against the claims of the Grantor and all persons claiming by, thought or under Grantor, but not against the claims of any others.

In WITNESS WHEREOF, the Grantor, has signed and sealed this Deed on this the 9th day
of August, 2001.

WITNESS:

Louise Touchet

Michael David Mitchem
Inst. # 2001-44875

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02:48 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CH 39.00

STATE OF ALABAMA

Shelby County

I, Terri L. Boley, a Notary Public in and for said County, in said State,
hereby certify that Michael David Mitchem Whose name is signed to the forgoing
conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of
the conveyance being executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 9th day of August A.D. 2001

Notary Public, Alabama, State at Large
My Commission Expires January 26, 2005

Terri L. Boley