

This instrument was prepared by:

William R. Justice  
P.O. Box 1144, Columbiana, Alabama 35051

Grantee's address:  
1033 Willow Creek Parkway  
Alabaster, AL 35007

Inst # 2001-45397

## **WARRANTY DEED**

**STATE OF ALABAMA**

**SHELBY COUNTY**            **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of One Hundred Seven Thousand and no/100 DOLLARS (\$107,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned Rickey D. Horton, married (herein referred to as GRANTOR, whether one or more) does grant, bargain, sell and convey unto James E. Lovelady, Jr. (herein referred to as GRANTEE, whether one or more) the following described real estate situated in SHELBY County, Alabama, to-wit:

Lot 57-A, according to the Resurvey, as recorded in Map Book 9 page 95 in the Office of the Judge of Probate of Shelby County, Alabama, of Lots 46 through 62, of Willow Creek, Phase One; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Subject to:

1. Building setback line of 35 feet reserved from Willow Creek Parkway as shown by plat.
2. Easements as shown by recorded plat, including 15 feet on the Southerly side and 7.5 feet on the Easterly side of lot.
3. Right-of-Way granted to Town of Alabaster by instrument recorded in Deed Book 308 page 255 in the Probate Office of Shelby County, Alabama.
4. Right-of-Way granted to Alabama Power Company by instrument recorded in Real Book 37 page 220 in the Probate Office of Shelby County, Alabama.
5. Easement as shown by instrument recorded in Deed Book 308 page 136 in the Probate Office of Shelby County, Alabama.
6. Title of others to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 308 page 136 in the Probate Office of Shelby County, Alabama.

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse.

\$103,000.00 of the consideration stated above was paid by a purchase money first mortgage and a purchase money second mortgage executed simultaneously herewith.

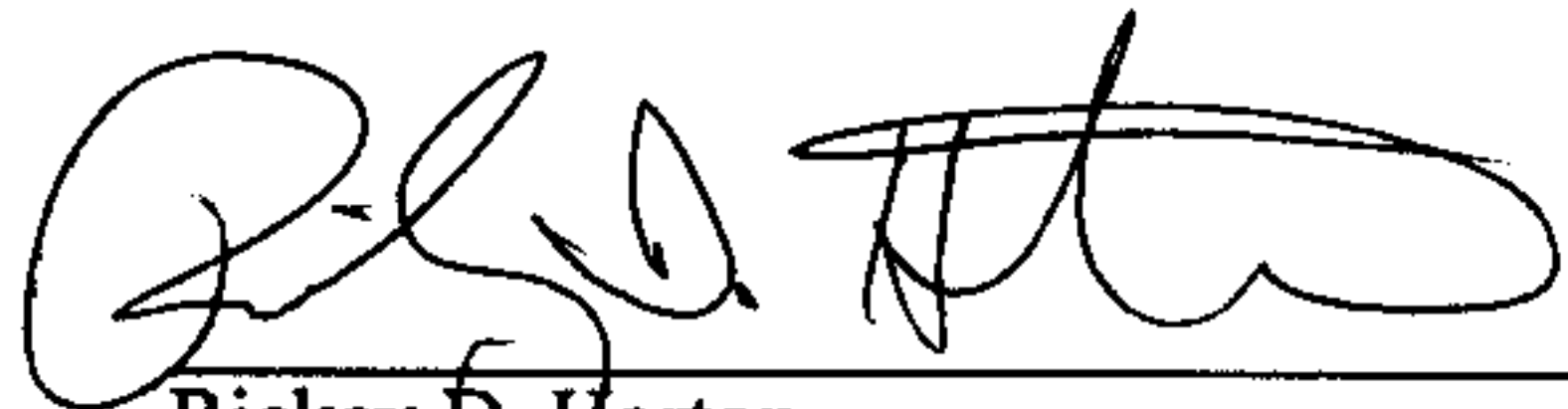
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*W/Bsc / Davis Plaza*

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 18th day of October, 2001.

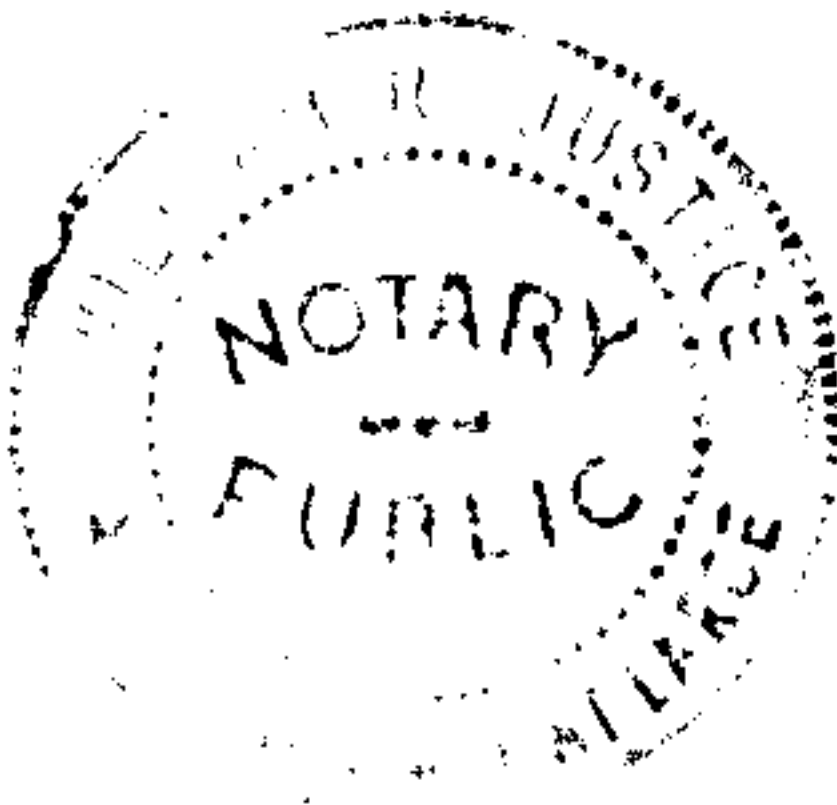
  
Rickey D. Horton

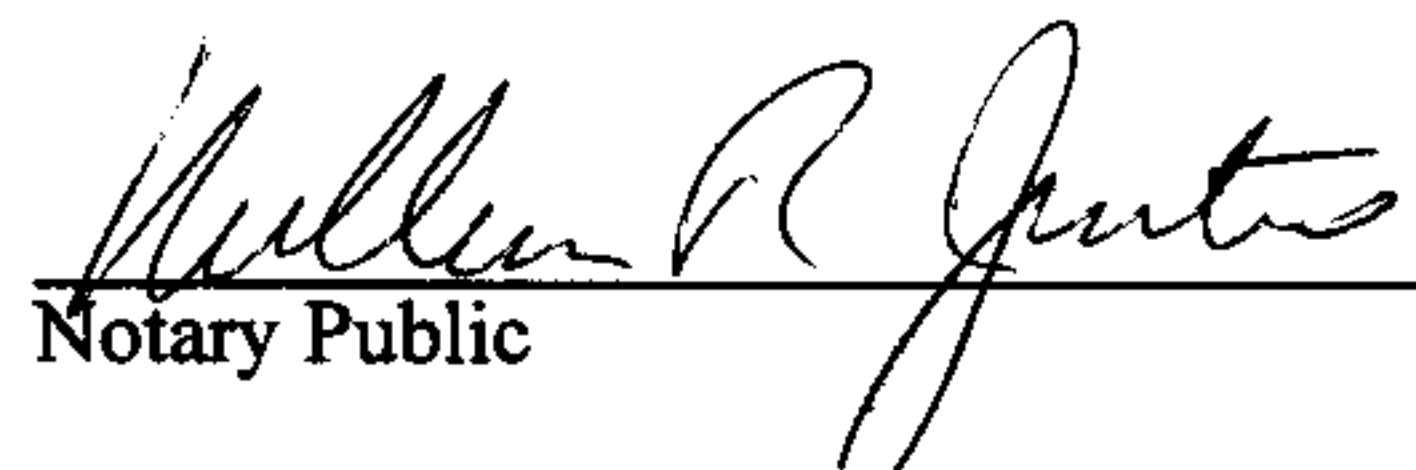
STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rickey D. Horton, married, 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 the same bears date.

Given under my hand and official seal this 18th day of October, 2001.



  
Notary Public

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