

WARRANTY DEED

This Instrument Was Prepared By:

Frank K. Bynum, Esquire
#17 Office Park Circle
Birmingham, Alabama 35223

SEND TAX NOTICE TO:

David C. Brown
230 Highland Park Drive
Birmingham, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of FOUR HUNDRED FIFTY NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$459,900.00), to the undersigned grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **DAVID ACTON BUILDING CORP.**, a corporation, (herein referred to as Grantors) do grant, bargain, sell and convey unto **DAVID C. BROWN AND KELLY S. BROWN** (herein referred to as Grantees), as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of SHELBY, to-wit:

Initials DCB KSB .

Lot 1741-A, according to a Re-subdivision of Highland Lakes, 17th Sector, an Eddleman Community, as recorded in Map Book 27 page 90 A & B in the probate office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Together with nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Inst. #1994-07111 and amended in Inst. No. 1996-17543 and Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17th Sector, recorded as Inst. #2000-41317 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Subject to existing easements, restrictions, set back lines, right of ways, limitations, if any, of record.

\$436,900.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

\$20,000.00 of the purchase price recited above was paid from a second mortgage loan 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 it does for itself, its successors and assigns covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, and assigned forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, DAVID ACTON BUILDING CORP., the said Grantor, by David Acton, its President who is authorized to execute this conveyance, has hereto set its signature and seal, this 3rd day of January, 2002.

DAVID ACTON BUILDING CORP.

By: 
David Acton, its President
Inst # 2002-01172

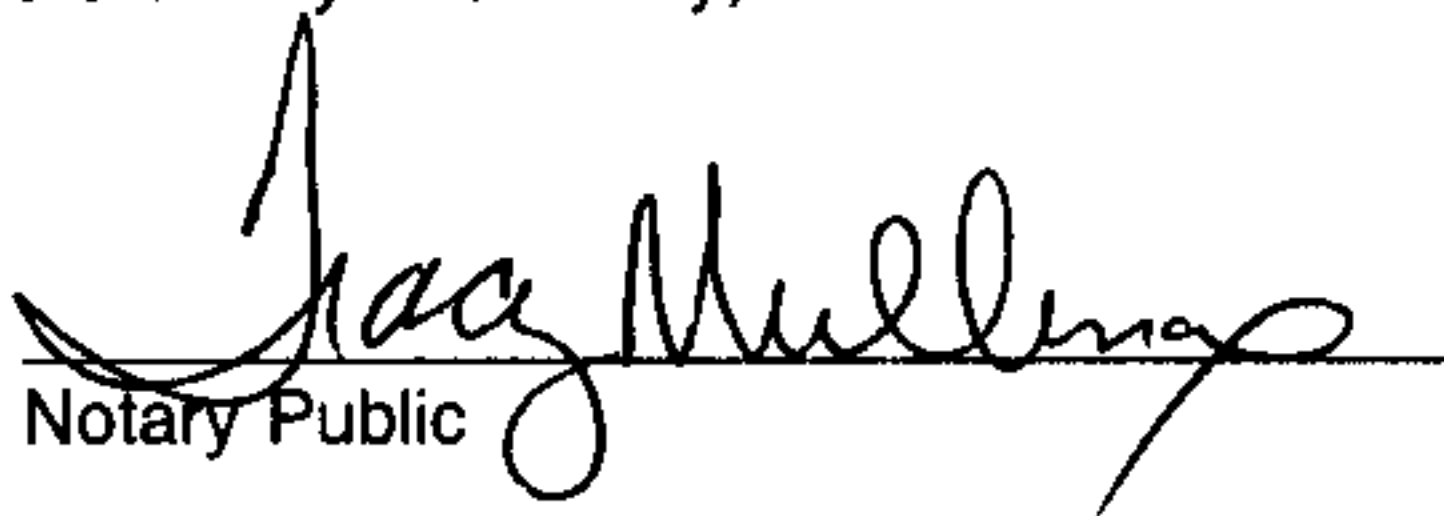
01/08/2002-01172
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 37.00

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DAVID ACTON whose name as PRESIDENT of DAVID ACTON BUILDING CORP., a corporation, 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, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of January, 2002.


Notary Public

My Commission Expires: 8-3-2003

zbrowndc

Inst # 2002-01172

01/08/2002-01172
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CH 37.00