

This Instrument Prepared By:

George M. Ritchey, Esquire

Ritchey & Ritchey, P.A.

1910 28th Avenue South

Birmingham, Alabama 35209

Send Tax Notice To:

Randy Allen Jetton and Paula Jetton

1054 Country Club Circle

Birmingham, AL 35244

STATE OF ALABAMA)

SHELBY COUNTY)

SPECIAL WARRANTY DEED

Jointly For Life With Remainder To Survivor

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Three Hundred Fifty Two Thousand and No/100 Dollars (\$352,000.00) cash in hand paid by RANDY ALLEN JETTON and PAULA JETTON, husband and wife, to STATE STREET BANK AND TRUST CO., AS TRUSTEE (hereinafter called "Grantor"), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said RANDY ALLEN JETTON and PAULA JETTON (hereinafter called "Grantees"), for and during their joint lives and upon the death of either of them, then to the survivor of them, together with every contingent remainder and right of reversion, the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

Lot 3418, according to the Survey of Riverchase Country Club, 34th Addition, as recorded in Map Book 15, Page 32, in the office of the Judge of Probate of Shelby County, Alabama.

SUBJECT, HOWEVER, to any and all Statutory rights of redemption on the part of those parties entitled to redeem under the laws of the State of Alabama and the United States of America in favor of mortgagors and other persons or parties granted such right by virtue of that certain foreclosure sale held on September 27, 2001, which said rights will exist from said period.

It is specifically understood and agreed that the Grantor has executed this conveyance subject to:

Ad valorem taxes now due and those becoming due in the future, which the Grantees herein agree to assume and pay.

Existing rights-of-way, encroachments, party walls, building restrictions, zoning, recorded and/or unrecorded easements, deficiency in quantity of ground, overlaps, overhangs, any discrepancies or conflicts in boundary lines, or any matters not of record, if any, which would be disclosed by an inspection and survey of the property.

Any prior reservation or conveyance, together with release of damages, of minerals and mining rights of every kind and character, including but not limited to, gas, oil, sand and gravel in, on and under subject property and all rights incident thereto.

4. Any and all restrictions, reservations, covenants, easements and rights of way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

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5. Any toxic waste or hazardous substances, on, over, under, at, from, into, or onto the above described property, and subject to any environmental condition, situation, or incident on, at, or concerning the property that possibly could give rise to an action or liability under any environmental law, rule, ordinance, or common law theory.
6. Any applicable zoning ordinances.
7. Restrictions in Misc. Volume 14, page 536 and amended in Volume 17, page 550 and Volume 34, page 549.
8. Right of way Alabama Power Company in Instrument #1992-8430.
9. Restrictions recorded in Instrument #1992-4964.
10. Right of way to Alabama Power Company in Volume 262, page 564.
11. Mineral and mining rights in Volume 127, page 140.
12. Release of damages in Real Volume 347, page 594.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

By accepting this Special Warranty Deed, Grantees acknowledges that they have had adequate opportunity to inspect the property conveyed herein as well as all improvements located thereon. Except as specifically set forth in this Special Warranty Deed this conveyance is made without warranty or representation, either express or implied and is on an "AS IS and "WHERE IS" basis.

This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its individual or corporate capacity, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.

IN WITNESS WHEREOF, STATE STREET BANK AND TRUST CO., AS TRUSTEE, by GE CAPITAL MORTGAGE SERVICES, INC., ITS ATTORNEY IN FACT, by and through Karen Schwyler, its AVP has hereto set her signature and seal, this the 27th day of February, 2002.

STATE STREET BANK AND TRUST CO., AS
TRUSTEE

By: GE CAPITAL MORTGAGE SERVICES, INC.
ITS ATTORNEY IN FACT

(Seal)

By: Karen Schuyler
Title: Karen Schuyler

STATE OF California,
COUNTY OF San Bernardino

I, the undersigned, a notary public, in and for said county, in said state, hereby certify that STATE STREET BANK AND TRUST CO., AS TRUSTEE, by GE CAPITAL MORTGAGE SERVICES, INC., ITS ATTORNEY IN FACT, by Karen Schuyler, whose name as AVP 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 said conveyance, She, as such AVP and with full authority, executed the same voluntarily for and as the act of said Trust Company on the day the same bears date.



[Signature]
Notary Public
My Commission Expires: 7/29/03

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