THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED HEREIN, OR AS TO THE ACCURACY OF THE DESCRIPTION CONTAINED IN PREVIOUSLY FILED DEEDS.

This instrument was prepared by: Kendall W. Maddox Law Offices of Kendall W. Maddox 300 Office Park Drive, Suite 160 Birmingham, Alabama 35223

Send Tax Notice To: Richard A. and JoAnn D. Peacock 19 Mayfly Lane Shelby, AL 35143

WARRANTY DEED	4 500.00	
STATE OF ALABAMA	)	
SHELBY COUNTY	)	KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

RICHARD A. PEACOCK, TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE PEACOCK LIVING TRUST, DATED DECEMBER 29, 2000, AND ANY AMENDMENTS **THERETO** 

(herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto

JOANN D. PEACOCK and RICHARD A. PEACOCK, Trustees, or their successors in trust, under the JOANN D. PEACOCK LIVING TRUST, dated March 4, 2002 and any amendments thereto.

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

Benson's Camp Lot 1 BK 4 PG 28 also beg NE cor Lot 1 Benson's Camp MB4 MB 28 E50.2 S15 to Lake SWLY 39.26 alg lake N50 to POB S34 T24N R15E. Subject to taxes, restrictions, rights-of-way, exceptions, conditions and easements of record.

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

THE GRANTOR herein grants full power and authority by this deed to the Trustee(s), and either of them, and all successor trustee(s) to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority; no person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; and all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustee(s) (or successor trustee(s)) and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 3rd day of April, 2002.

Richard A. Peacock, Trustee of the Peacock Living Trust, dated December 29, 2000

STATE OF ALABAMA ) **JEFFERSON COUNTY** )

## GENERAL ACKNOWLEDGEMENT:

I, Jennifer Q. Giffin, a Notary Public in and for said County, in said State, hereby certify that Richard A. Peacock, Trustee of the Peacock Living Trust, dated Dec. 29. 2000, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance has/have executed the same voluntarily on the day the same bears date.

Given my hand and official seal this <u>3</u>	day of, 2002.	
	Sennele 2. Duffin	
	Notary Public	
	My Commission Expires: 10/8/2002	

12.00