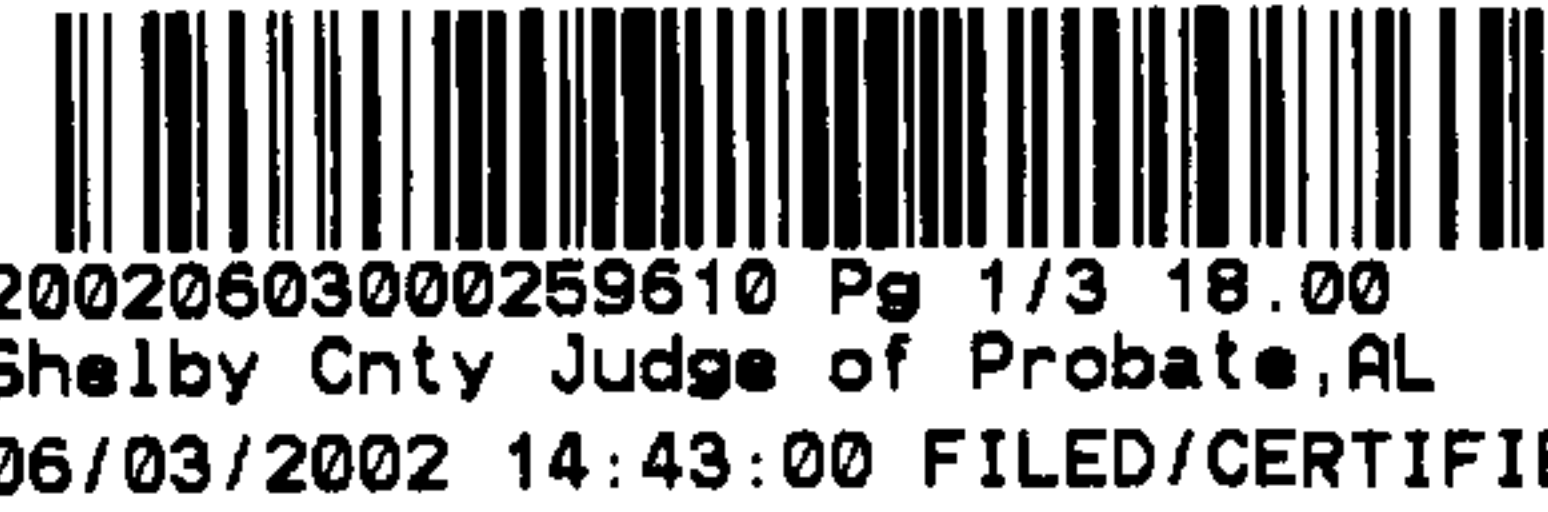


This Instrument Prepared By:

George M. Ritchey, Esquire
Ritchey & Ritchey, P.A.
1910 28th Avenue South
Birmingham, Alabama 35209

Send Tax Notice To:

Shannon H. and Kimberly K. Nivens
107 Glen Abbey W:
Alabaster, AL 3500



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 One Hundred Thirty Five Thousand and No/100 Dollars (\$135,000.00) cash in hand paid by SHANNON H. NIVENS and KIMBERLY K. NIVENS to GE CAPITAL MORTGAGE SERVICES, INC. (hereinafter called "Grantor"), the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said SHANNON H. NIVENS and KIMBERLY K. NIVENS (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:

Part of Lot 89-A, according to a Resurvey, recorded in Map Book 23, Page 148 of Lots 87, 88, 89 & 90, Weatherly Glen Abbey-Sector 12, as recorded in Map Book 18, Page 128 and Part of Weatherly Club-Sector 14, as recorded in Map Book 18, Page 87, more particularly described as being all of Lot 89, according to the Survey of Weatherly, Glen Abbey, Sector 12, as recorded in Map Book 18, Page 128, in the Office of the Judge of Probate of Shelby County, Alabama.

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

1. Ad valorem taxes now due and those becoming due in the future, which the Grantees herein agree to assume and pay.
2. 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.
3. 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.

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. Buffer along Weatherly Club Drive as shown by record plat.
8. A 30 foot building set back line as shown by record plat.
9. Restrictions as set forth by record plat.
10. Declaration of Protective Covenants in Instrument #1994-25694.
11. Restrictions or covenants in Instrument #1995-9413 and Instrument #1995-12193 and Instrument #1995-32578.
12. Right of way granted to Alabama Power Company in Real 127, page 410 and Real 194, page 30.
13. Agreement for ingress and egress in Real 289, page 858.

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, GE CAPITAL MORTGAGE SERVICES, INC., by and through
Michelle Navarro, AVP has hereto set h signature and
seal, this the 30 day of May, 2002.

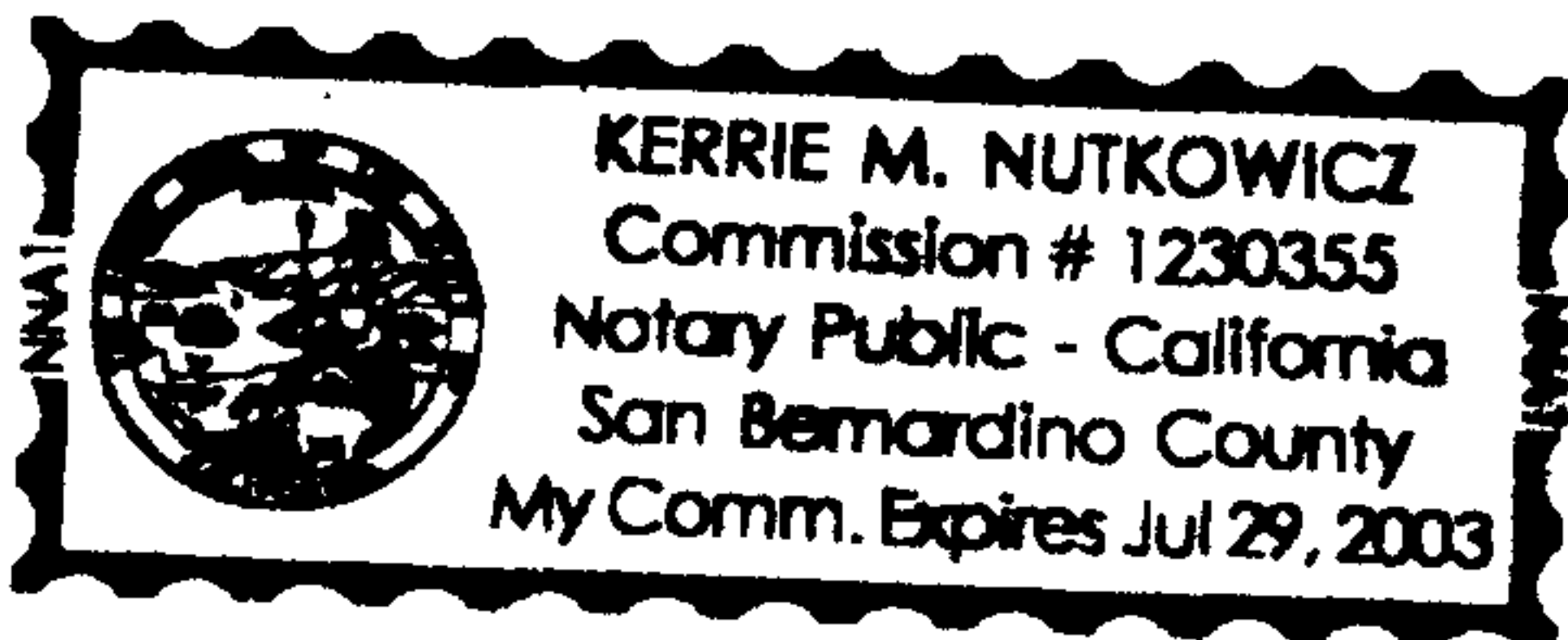
GE CAPITAL MORTGAGE SERVICES, INC.

(Seal)

By: [Signature]
Title: Michelle Navarro, AVP

STATE OF California,
COUNTY OF San Bernardino

I, the undersigned, a notary public, in and for said county, in said state, hereby certify that GE
CAPITAL MORTGAGE SERVICES, INC., by Michelle Navarro, AVP, 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 company on the day the same bears date.



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