

✓ THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Richard L. Pickering
Sandy L. Pickering
4018 Milner's Crescent
Birmingham, AL 35242

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Seventy-Five Thousand and No/100, (\$375,000.00), DOLLARS, in hand paid to the undersigned, Michael D. Temple, and spouse, Anne Temple, (hereinafter referred to as "GRANTORS"), by Richard L. Pickering and spouse, Sandy L. Pickering, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEEES as joint tenants with right of survivorship the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 45, according to the 1st Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase I, as recorded in Map Book 19, Page 140, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2002.
2. Restrictions as shown on recorded map(s).
3. Recorded subdivision map as recorded in Map Book 22, Page 58 contains on the face of same a statement pertaining to natural lime sinks.
4. Restrictions appearing of record in Instrument No. 1995-16401 and amended in Instrument No. 1995-1432.
5. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 294 and Deed Book 60, Page 260, in the Probate Office of Shelby County, Alabama.
6. Easement to BellSouth Communications as recorded in Instrument No. 1995-7422.
7. Amended and restated restrictive covenants in Book 265, Page 96.
8. Shelby Cable Agreement as recorded in Book 350, Page 546.
9. Covenants and Agreements for Water Service in Book 235, Page 574 and modified in Instrument No. 1992-20786 and further modified in Instrument No. 1993-20840.
10. Right of way to Shelby County in Instrument No. 1994-21963.
11. Development Agreement in Instrument No. 1994-22318 and amended in Instrument No. 1996-0530.
12. Reciprocal Easement Agreement in Instrument No. 1995-16400.
13. Release of damages, restrictions, modifications, conditions, rights, privileges and limitations as set out in Instrument No. 1996-517.
14. Rights of others to use High Daniel Drive, as set out in Book 301, Page 799.

\$300,000.00 of the purchase price recited was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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 we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 11th day of July, 2002.

Michael D. Temple (SEAL)
Michael D. Temple

Anne Temple (SEAL)
Anne Temple as Attorney in Fact for
Michael D. Temple

Anne Temple (SEAL)
Anne Temple

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anne Temple, individually, and as Attorney in Fact for spouse, Michael D. Temple, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, individually and as Attorney in Fact executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of July, 2002.

M. G. V.
NOTARY PUBLIC
My commission expires:

~~My Commission Expires:~~ May 21, 2004