

This instrument was prepared by

Mitchell A. Spears

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P.O. Box 119

Montevallo, AL 35115-0091

205/665-5102

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Send Tax Notice to:

(Name) Nathan S. Stamps and Michele K.

(Address) P. O. Box 452 Stamps

Montevallo, AL 35115

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FIFTEEN THOUSAND AND 00/100----- (\$115,000.00) **DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

ROSCOE HICKS, JR. and wife, HILDA E. HICKS

(herein referred to as grantors) do grant, bargain, sell and convey unto

NATHAN S. STAMPS and MICHELE K. STAMPS

(herein referred to as GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in SHELBY County, Alabama to-wit:

Lot 3 of Calmont Subdivision of SW ¼ of NE ¼, Section 2, Township 24, Range 12 East, Shelby County, Alabama, as shown by map of said subdivision on record in Map Book 4, Page 4, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- Taxes for 2002 and subsequent years. 2002 ad valorem taxes are a lien but not due and payable until October 1, 2002.
- Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
- Transmission line permits to Alabama Power Company recorded in Deed Book 186, Page 142 and Deed Book 188, Page 36.
- 50 foot building set back line from Lakewood Drive.
- Restrictions as shown on deed recorded in Deed Book 187, Page 3 as follows: No dwelling shall be erected upon the above described land of which the main portion of said house contains less than 1200 square feet. This restriction shall be a covenant, running with the land and a violation of the same may be enjoined in any Court of competent jurisdiction.

PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEES HEREIN, ON EVEN DATE HERewith, IN FAVOR OF CENTRAL STATE BANK, IN THE SUM OF \$ 122,572.00.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns for such survivor forever.

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

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 24th day of July, ~~XX~~ 2002.

WITNESS

(Seal)

(Seal)

(Seal)

Roscoe Hicks, Jr. (Seal)
ROSCOE HICKS, JR.

Hilda E. Hicks (Seal)
HILDA E. HICKS

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROSCOE HICKS, JR. and HILDA E. HICKS 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of July A.D., ~~XX~~ 2002

My Commission Expires: 8/13/05

[Signature]
Notary Public