


THIS INSTRUMENT PREPARED BY:  
Courtney Mason & Associates, P.C.  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:  
Kerry L. Kirkland  
# 6 Wentworth  
Shoal Creek, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )      **CORPORATION**  
GENERAL WARRANTY DEED

  
20021016000506520 Pg 1/1 102.50  
Shelby Cnty Judge of Probate, AL  
10/16/2002 14:56:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Four Hundred Fifty-Five Thousand Three Hundred Seventy and 00/100 (\$455,370.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Thompson Realty Co., Inc., a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Kerry L. Kirkland and wife, Cathey C. Kirkland**, (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the said grantors do by these presents, grant, bargain, sell and convey unto the said Grantees, as tenants in common with equal rights and interest for the period or term that the said Grantees shall both survive, and unto the survivor of the said Grantees, at the death of the other, and to the heirs and assigns of such survivor in fee simple forever, such tenancy being expressly intended to create co-tenants in common for life with a contingent remainder in fee in favor of the survivor of the said Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 164F-1, according to the Survey of Cottages at Shoal Creek Resurvey, as recorded in Map Book 29, page 29, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$364,250.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

By the execution and delivery of this Deed, Grantors and Grantees acknowledge that it is not their intention to create a joint tenancy with right of survivorship, but on the contrary, it is their intention to create, and they do hereby create a form of concurrent ownership in the above property as tenants in common during the respective lives of the Grantees, with cross-contingent remainders in fee to and in favor of the survivor, and to the heirs, and assigns of such survivor, which interest so created in the Grantees are indestructible by the act of one of the Grantees.

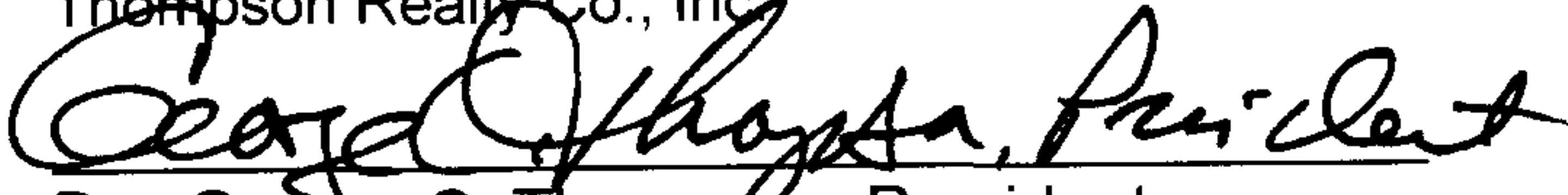
TO HAVE AND TO HOLD TO THE SAID Grantees, as tenants in common and with equal rights and interest for the period or term that the said Grantees shall both survive, and unto the survivor of the said Grantees, at the death of the other and to the heirs and assigns of such survivor in fee simple forever, such tenancy being expressly intended to create co-tenants in common for life with a contingent remainder in fee in favor of the survivor of the Grantees.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, their heirs and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, George C. Thompson who is authorized to execute this conveyance, hereto set his signature and seal this the 11th day of October, 2002.

Thompson Realty Co., Inc.

  
By: George C. Thompson, President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George C. Thompson, whose name as President of Thompson Realty Co., Inc., a corporation, 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 11th day of October, 2002.

  
NOTARY PUBLIC

My Commission Expires:

3/5/07

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES MARCH 5, 2007