

This instrument was prepared by
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Send Tax Notice to:
(Name) Gary D. Faust, Jr. and Linda B. Faust
(Address) 117 First Street
Alabaster, Alabama 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 TEN THOUSAND DOLLARS AND 00/100 (\$110,000.00)** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I,

Larry W. Edmondson, a married man

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

Gary D. Faust, Jr. and Linda B. Faust

(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:

Twenty-five (25) feet on the South side of Lot Number Four (4) in Block One in the Nickerson and Scott Survey of Alabaster, Alabama; being situated in Section 35, Township 20, Range 3 West, Shelby County, Alabama.

SUBJECT TO:

- Taxes for 2003 and subsequent years. 2003 ad valorem taxes are a lien but not due and payable until October 1, 2003.
- 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.
- Subject to right of way to Shelby County recorded in Final Record 16, Page 65 in Probate Office of Shelby County.
- Right of way to Shelby County recorded in Deed Book 167, Page 138 in Probate Office.
- Permits to Alabama Power Company recorded in Deed Book 170, page 232; Deed Book 131, Page 404 and Deed Book 102, Page 193 in Probate Office.
- Easements to Alabama Power Company recorded in Deed Book 48, page 617; Deed Book 57, Page 379; Deed Book 60, Page 66; Deed Book 102, Page 195; Deed Book 138, Page 84 and Deed Book 170, Page 285 in Probate Office.

THE ABOVE DESCRIBED REAL ESTATE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR, NOR THAT OF HIS SPOUSE, NEITHER IS IT CONTIGUOUS THERETO.

PURCHASE MONEY FIRST MORTGAGE EXECUTED BY GRANTEES HEREIN, ON EVEN DATE HEREWITH, IN FAVOR OF THE PEOPLES BANK AND TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR, IN THE SUM OF \$149,000.00.

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 13th day of Dec., 2002.

LARRY W. EDMONDSON

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Larry W. Edmondson**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of Dec., 2002.

Notary Public
My commission expires: 8/13/05