

8274

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

EDWARD B. MILLER
634 OLDE TOWNE WAY
ALABASTER, AL 35007

STATE OF ALABAMA)
COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED**

Know All Men by These Presents: That in consideration of ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS and 00/100 (\$138,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, GLENNON B. COBB and CHERYL S. COBB, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto EDWARD B. MILLER AND JENNIFER MILLER, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 5, ACCORDING TO THE SURVEY OF OLDE TOWNE FOREST, AS RECORDED IN MAP BOOK 9, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

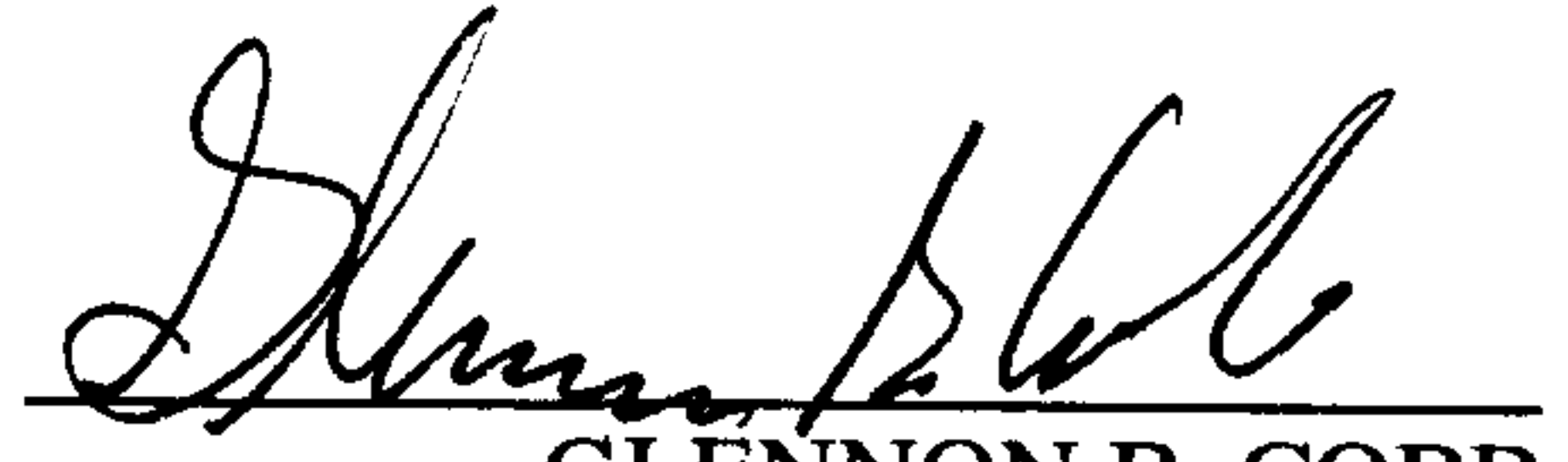
1. TAXES FOR THE YEAR 2002 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003.
2. A 35 FOOT BUILDING SET BACK LINE ON THE SOUTH SIDE AS SHOWN BY RECORDED MAP.
3. A 7.5 FOOT EASEMENT ON THE REAR AND 7.5 FOOT EASEMENT ON THE WEST AS SHOWN BY RECORDED MAP.
4. RIGHT OF WAY TO ALABAMA POWER COMPANY AND SOUTHER BELL TELEPHONE AND TELEGRAPH COMPANY AS SET FORTH IN INSTRUMENT REAL 24, PAGE 156.
5. RIGHT OF WAY TO ALABAMA POWER COMPANY AS SET FORTH IN DEED BOOK 131, PAGE 142 AND DEED BOOK 134, PAGE 209.
6. RIGHT OF WAY TO SHELBY COUNTY, ALABAMA AS SET FORTH IN DEED BOOK 271, PAGE 732.
7. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO AS SHOWN BY RECORDED MAP.
8. RESTRICTIVE COVENANTS AS RECORDED IN REAL 57, PAGE 939.

\$133,837.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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

IN WITNESS WHEREOF, the said GRANTORS, GLENNON B. COBB and CHERYL S. COBB, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 13th day of December, 2002.


GLENNON B. COBB

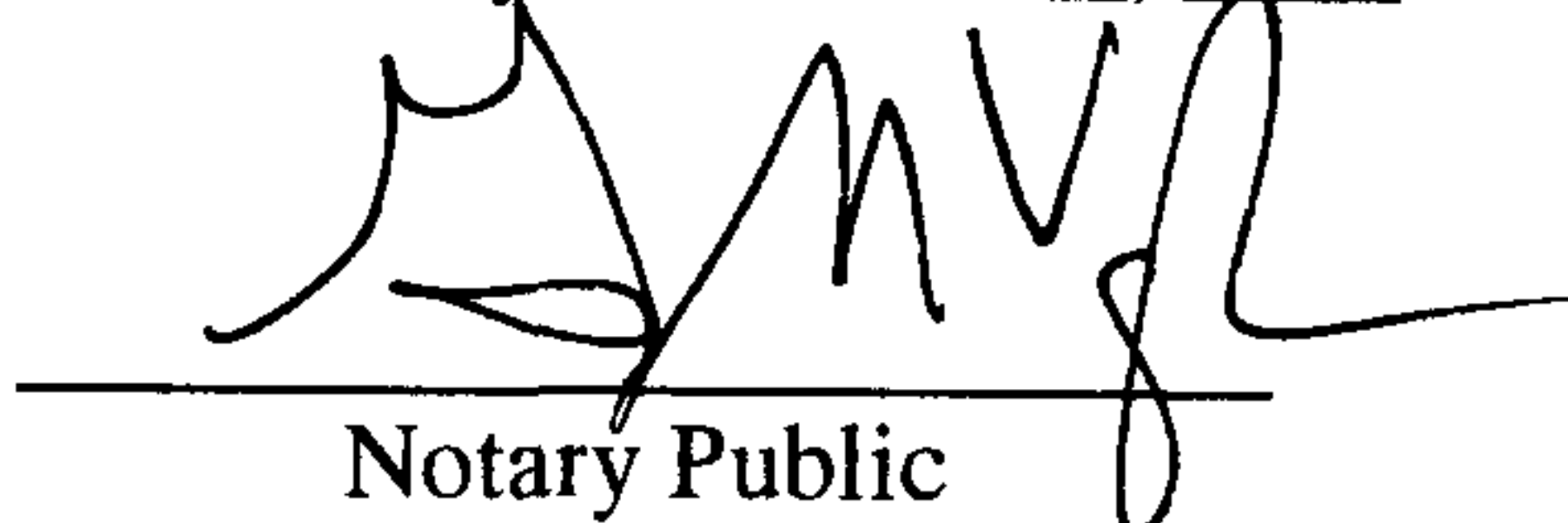

CHERYL S. COBB

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that GLENNON B. COBB and CHERYL S. COBB, HUSBAND AND WIFE, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of December, 2002.


Notary Public

My commission expires: 9.29.06