

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Carolyn Lee Neeley
1322 Lake Forest Circle
Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Ninety-Two Thousand Five Hundred and No/100 (\$92,500.00) Dollars to the undersigned grantors, Allen Pate and wife, Edna G. Pate, in hand paid by Carolyn Lee Neeley, the receipt whereof is hereby acknowledged, the said Allen Pate and Edna G. Pate (referred to herein as "Grantors"), do by these presents, grant, bargain, sell and convey unto the said Carolyn Lee Neeley (herein referred to as "Grantee") the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 72, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO:

1. Current taxes.
2. Building set back line as shown on recorded map.
3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213, in Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 259, Page 635, in Probate Office.
5. Restrictions, covenants and conditions as set out in instruments recorded in Misc. Book 2, Page 298; Misc. Book 16, Page 768, and Real 257, Page 3.
6. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in Probate Office.
7. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in Probate Office.
8. Restrictions, covenants, and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street than over and upon what is now dedicated and known as Southlake Parkway.
9. Agreement regarding ownership, maintenance and use of lake in Misc. Book 7, Page 777, as to the use of the lake property.
10. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions, or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3, in Probate Office and Inst. Number 1998-48291 in Probate Office.
11. Restrictions, limitations and conditions as set out in Map Book 14, Page 31.
12. Flood easement in Deed Book 284, at Page 881, as set out on Survey by Gay & Martin, Inc., dated September 1989.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced by deed(s) recorded in Inst. 1998-48291 in the Probate Office.
14. Arbitration provision set out in the Deed from Parade Home Builders, Inc. to Allen and Edna G. Pate recorded in Inst. No. 1998-48291 in the Probate Office.

TO HAVE AND TO HOLD to the Grantee, her heirs and assigns forever.

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

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this the 28th day of February, 2003.

WITNESSES:

A. Marshall

Allen Pate
Allen Pate
Edna G. Pate
Edna G. Pate

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allen Pate and wife, Edna G. Pate, 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 seal this 28th day of February, 2003.

My Commission Expires: 3/13/2003

Anne P. Marshall
Notary Public