

2080

(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

DONALD DAVIS  
305 EMERALD LN.  
CHELSEA, AL 35043

STATE OF ALABAMA)

COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS and 00/100 (\$225,000.00) to the undersigned grantor, LARRY KENT BUILDING COMPANY, INC. in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto DONALD DAVIS and DELORIES DAVIS, 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 30, ACCORDING TO THE MAP AND SURVEY OF EMERALD PARC SUBDIVISION, AS RECORDED IN MAP BOOK 20, PAGE 47, SHELBY COUNTY, ALABAMA RECORDS.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2002 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003.
2. MINERAL AND MINING RIGHTS ARE NEITHER GUARANTEED NOR INSURED.
3. EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

\$202,500.00 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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 GRANTOR, LARRY KENT BUILDING COMPANY, INC., by its PRESIDENT, LARRY KENT who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 7th day of March, 2003.

LARRY KENT BUILDING COMPANY, INC.

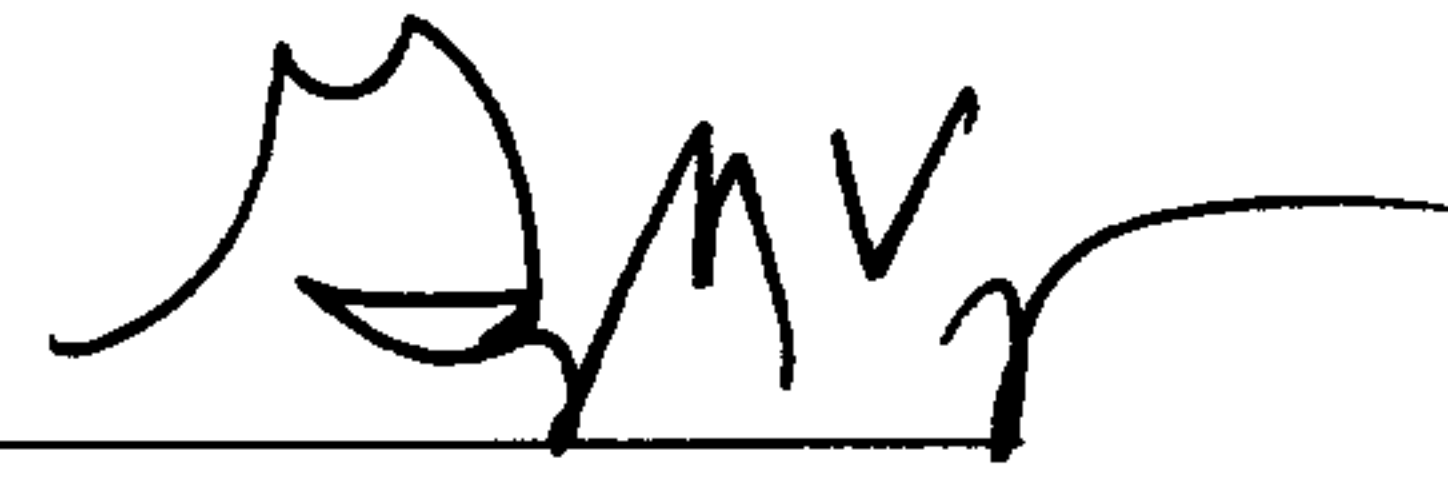
By:   
LARRY KENT, PRESIDENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

#### ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that LARRY KENT, whose name as PRESIDENT of LARRY KENT BUILDING COMPANY, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7th day of March, 2003.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9.29.06