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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

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PADEN & PADEN  
Attorneys at Law  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

SAMUEL L. DOWLING  
386 ROCKPORT LANE  
BIRMINGHAM, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of TWO HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$256,500.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, EUGENE G. YATES AND EVELYN JOYCE YATES, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto SAMUEL L. DOWLING, AN UNMARRIED PERSON, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 31, BLOCK 7, ACCORDING TO THE SURVEY OF COBBLESTONE SQUARE SUBDIVISION, AS RECORDED IN MAP BOOK 16, PAGE 153, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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. BUILDING SETBACK LINE OF 20 FEET RESERVED FROM THE SOUTHERLY SIDE, AND A 10 FOOT RESERVED FROM ROCKPORT LAND AS SHOWN BY PLAT. SAID BUILDING SETBACK LINE HAS BEEN VIOLATED IN THAT THE COBBLESTONE PATIO AND COVERED PATIO OVERLAP SAID LINE AS SHOWN BY THE SURVEY OF C J RICHARDSON DATED SEPTEMBER 8<sup>TH</sup> 1994.
3. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN MAP BOOK 16 PAGE 153; INST. NO. 102-15358; INST. NO. 1993-2851 AND AMENDED IN INST. NO. 1993-27599 AND INST. NO. 193-27600 AND INST. NO. 1993-24586 IN THE PROBATE OFFICE.
4. RIGHT(S) OF WAY(S) GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT(S) RECORDED IN DEED BOOK 320 PAGE 30 IN THE PROBATE OFFICE.
5. EASEMENT(s) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT RECORDED IN INST. NO. 1992-27270 IN THE PROBATE OFFICE.
6. 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 64 PAGE 267 IN PROBATE OFFICE.

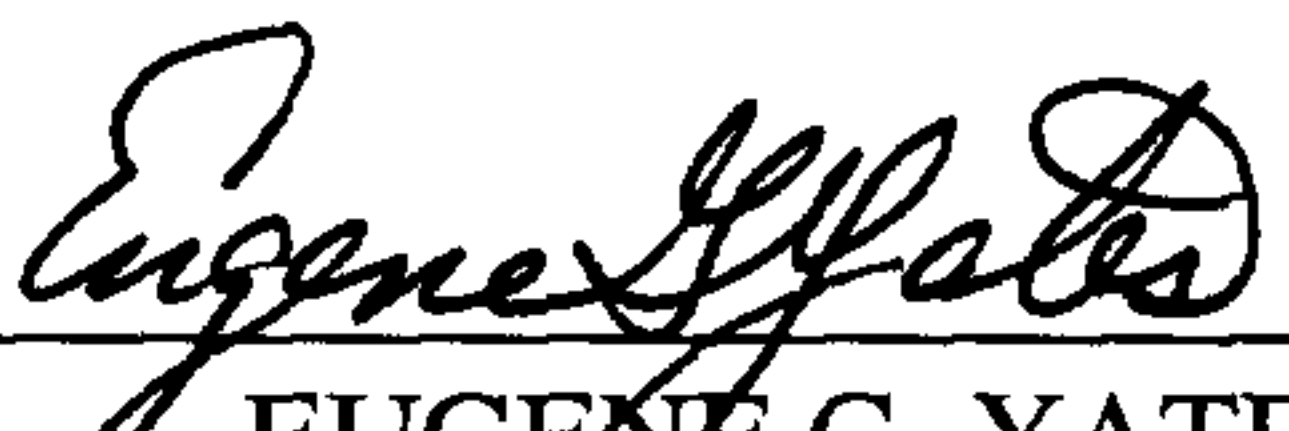
- 7. DEED AND AGREEMENT BY AND BETWEEN, METROPOLITAN LIFE INSURANCE COMPANY, INVERNESS POINT HOMEOWNER'S ASSOCIATION, INC., AND THE CITY OF HOOVER, IN REGARD TO SANITARY SEWAGE TREATMENT FACILITY AS RECORDED IN REAL 314 PAGE 561 AND AGREEMENT AND ASSIGNMENT AS RECORDED IN REAL 328 PAGE 64 AND SUPPLEMENT DEED AND AGREEMENT IN REAL 365 PAGE 876 IN THE PROBATE OFFICE.
- 8. EASEMENT AS SHOWN BY RECORDED PLAT, INCLUDING A 10 FOOT EASEMENT ON THE WEST AND EAST SIDES OF THE LAND.
- 9. RELEASE(S) OR DAMAGES AS SET OUT INSTRUMENT(S) RECORDED IN INST. NO. 1994-28245 IN THE PROBATE OFFICE.

\$205,200.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES, his, her or their heirs and assigns, forever.

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, EUGENE G. YATES AND EVELYN JOYCE YATES, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 28th day of March, 2003.

  
EUGENE G. YATES

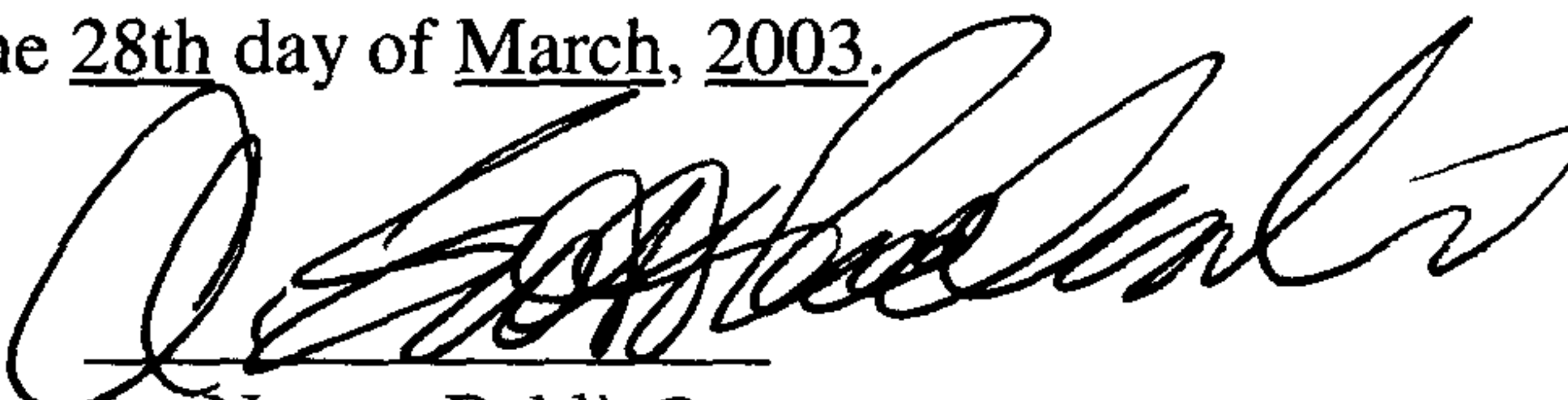
  
EVELYN JOYCE YATES

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that EUGENE G. YATES AND EVELYN JOYCE YATES, 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 28th day of March, 2003.

  
Notary Public

My commission expires: 5-20-04