
(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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SEND TAX NOTICE TO:

PAUL NIVEN
5135 RYE CIRCLE
HELENA, AL 35080

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 FORTY THOUSAND DOLLARS and 00/100 (\$140,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, JOEY HENDERSON AND KAREN NABORS HENDERSON, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto PAUL NIVEN and CHERRIE D. NIVEN, 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 10, ACCORDING TO THE SURVEY OF SHANNON GLEN, AS RECORDED IN MAP BOOK 7, PAGE 94, IN THE PROBATE OFFICE 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. 7.5 FOOT EASEMENT ON EAST, 30 FOOT EASEMENT ON SOUTH, AND 10 FOOT EASEMENT ON WEST AS SHOWN BY RECORDED MAP.
3. 40 FOOT BUILDING LINE AS SHOWN BY RECORDED MAP.
4. EASEMENT RECORDED IN VOLUME 311, PAGE 153, AND VOLUME 265, PAGE 646, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
5. EASEMENT TO ALABAMA POWER COMPANY AND SOUTH CENTRAL BELL RECORDED IN VOLUME 316, PAGE 343, IN SAID PROBATE OFFICE.
6. RESTRICTIONS CONTAINED IN MISC. VOLUME 27, PAGE 996, IN SAID PROBATE OFFICE.

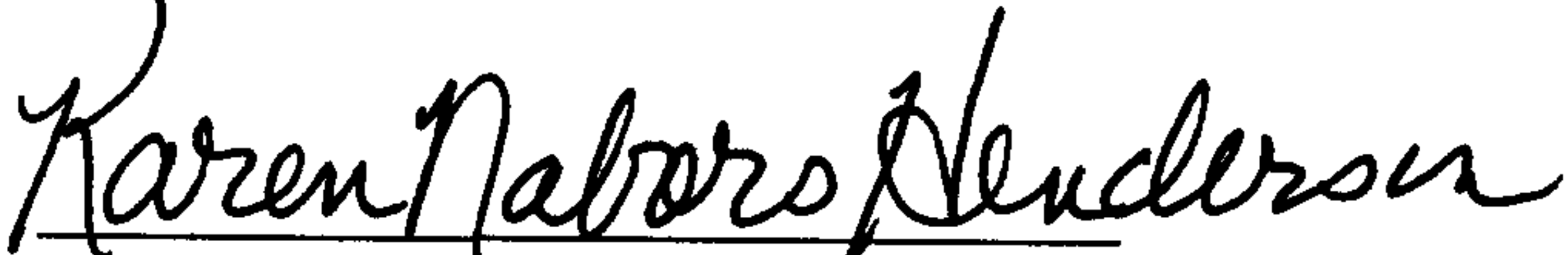
\$140,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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, JOEY HENDERSON AND KAREN NABORS HENDERSON, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 27th day of March, 2003.


JOEY HENDERSON


KAREN NABORS HENDERSON

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOEY HENDERSON AND KAREN NABORS HENDERSON, 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 27th day of March, 2003.



Notary Public

My commission expires: 9.29.06