This Instrument was prepared by: Smartt Land Transactions, P.C. PKS 4 Office Park Circle, Suite 212, Birmingham, AL 35223 205.871-9905

Please send tax notice to:

Eric & Reva Durfeld 137 Brookshire Lane Pelham, AL 35124

WARRANTY DEED

STATE OF ALABAMA) KNOW ALL MEN BY THESE PRESENTS: SHELBY COUNTY)

20030923000639230 Pg 1/1 93.50 Shelby Cnty Judge of Probate, AL 09/23/2003 10:06:00 FILED/CERTIFIED

That in consideration of four hundred five thousand and no/100 dollars, (\$405,000.00),

to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is acknowledged,

Douglas Owen Moore and Lisa Carper Moore, husband and wife

(herein referred to as grantor), do hereby grant, bargain, sell and convey unto

Eric W. Durfeld and Reva L. Durfeld, husband and wife

(herein referred to as grantee) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to wit:

Lot 16, according to the Survey of Brookshire, Second Sector, as recorded in Map Book 16, page 65, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

From the purchase price of four hundred five thousand and no/100 dollars, (\$405,000.00), three hundred twenty two thousand seven hundred and no/100 dollars (\$322,700.00) is from a purchase money first mortgage from Wells Fargo Home Mortgage, its successors and/or assigns as their interests may appear, given with this deed and recorded simultaneously herewith.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD to said grantee, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 15th day of September, 20 03.

Douglas Owen Moore

Lisa Carper Moore

STATE OF ALABAMA)

JEFFERSON COUNTY)

General Acknowledgment

I, <u>Philander K. Smartt, III</u>, a Notary Public in and for said County, in said State, hereby certify that <u>Douglas Owen Moore and Lisa Carper Moore</u> whose name(s) <u>are</u> 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of September

Notary Public

My Commission Expires: 2/1/