

THIS INSTRUMENT WAS PREPARED BY:
DOUGLAS L. KEY, ATTORNEY AT LAW
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236

PLEASE SEND TAX NOTICE TO:
KEITH A. NEWTON and wife, LADONNA T. NEWTON
3090 SOMERSET TRACE
BIRMINGHAM, ALABAMA 35242

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of FOUR HUNDRED NINE THOUSAND AND NO/100 DOLLARS (\$409,000.0) and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, PHYLLIS PRIOR GOODHART, a married woman, and MELISSA PRIOR GEESEY and husband, TIMOTHY GEESEY, (herein referred to as Grantor whether one or more), do grant, bargain, sell and convey unto KEITH A. NEWTON and wife, LADONNA T. NEWTON, (herein referred to as Grantees) as joint tenants for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, the following described real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

Lot 1200 according to the Survey of Brook Highland, 11th Sector, Phase II, an Eddleman Community as recorded in Map Book 22, Page 36 A & B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year 2004, which are a lien but not yet due and payable until October 1, 2004.
2. Building setback line of 30 feet reserved from Somerset Trace and Westerly side of lot as shown by plat.
3. Easement(s) as shown by recorded plat, including a 10 foot easement on the Northerly side of lot.
4. Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assets and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real Volume 194, Page 54, in Probate Office.
5. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highlands, as set out in instrument recorded in Real Volume 194, Page 254, in Probate Office, along with Article of Incorporation as recorded in Real Book 194, Page 281 and By-Laws recorded in Real Volume 194, Page 287-A in Probate Office. Along with Supplemental Protective Covenants in Instrument #1997-34700 and Instrument #1998-19414.
6. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc., located under the surface of subject land, as shown by instrument recorded in Real Volume 194, Page 43; along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real Volume 194, Page 1 and Instrument #1999-04611, in Probate Office.
7. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real Volume 125, Page 238 dated April 4, 1987, in Probate Office.
8. Agreement concerning Electric Service to NCNB/Brook Highlands and Alabama Power Company recorded in Real Volume 306, Page 119, in Probate Office.
9. Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real Volume 308, Page 1; Real Volume 220,

Page 339; as Instrument #1992-14567 and Instrument #1993-32511 in the Probate Office.

10. Easement(s) to Alabama Power, as recorded in Real Volume 207, Page 380 and Real Volume 220, Pages 521 and 532.
11. Terms, agreements and right of way to Alabama Power Company as recorded in Real Volume 181, Page 995.
12. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real Volume 125, Page 249 and Real Volume 199, Page 18 in Probate Office.
13. The recorded subdivision map(s), as recorded in Map Book 22, Page 36 A & B, contains on the face of same a statement pertaining to natural lime sinks.
14. Subdivision restrictions as shown on recorded plat as Map Book 22, Page 36 A & B, including construction of single family residences only.
15. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real Volume 307, Page 950 in Probate Office.

The herein above described property does not constitute a part of the homestead of Phyllis Prior Goodhart and her spouse.

MELISSA GEESEY and MELISSA PRIOR GEESEY is one and the same person.

TO HAVE AND TO HOLD to the said Grantees as joint tenants for and during their joint lives 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 or reversion.

And we do for ourselves, and for our heirs, executors, and administrators covenant with the said Grantees, their 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20TH day of OCTOBER, 2003.



PHYLLIS PRIOR GOODHART



MELISSA PRIOR GEESEY

by  as her true and lawful Attorney-in-Fact as per Special Power of Attorney dated October 9, 2003 and filed simultaneously herewith



TIMOTHY GEESEY

by  as his true and lawful Attorney-in-Fact as per Special Power of Attorney dated October 16, 2003 and filed simultaneously herewith.

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county, in said state, hereby certify that PHYLLIS PRIOR GOODHART, a married woman, whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20TH day of OCTOBER, 2003.



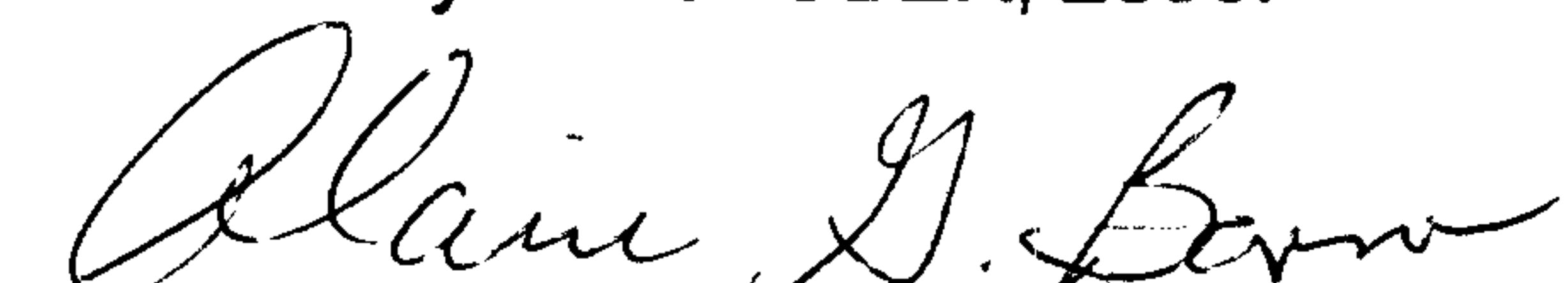
NOTARY PUBLIC
My Commission Expires: 10/31/2003

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county, in said state, hereby certify that PHYLLIS PRIOR GOODHART whose name as Attorney in Fact for MELISSA PRIOR GEESEY as per Special Power of Attorney dated October 9, 2003, 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 she, as such Attorney-in-Fact as with full authority, executed the same voluntarily on the day the same bears date on behalf of MELISSA PRIOR GEESEY.

Given under my hand and official seal this 20TH day of OCTOBER, 2003.



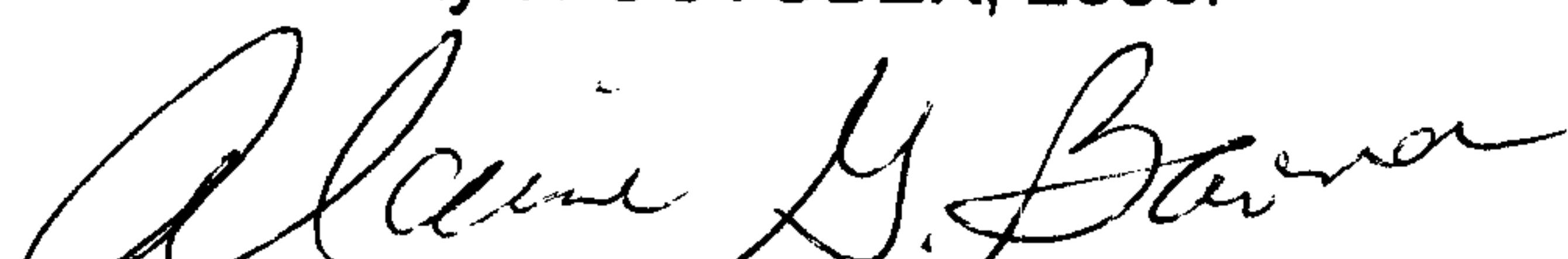
NOTARY PUBLIC
My Commission Expires: 10/31/2003

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county, in said state, hereby certify that PHYLLIS PRIOR GOODHART whose name as Attorney in Fact for TIMOTHY GEESEY as per Special Power of Attorney dated October 16, 2003, 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 she, as such Attorney-in-Fact as with full authority, executed the same voluntarily on the day the same bears date on behalf of TIMOTHY GEESEY.

Given under my hand and official seal this 20TH day of OCTOBER, 2003.



NOTARY PUBLIC
My Commission Expires: 10/31/2003