

WARRANTY DEED

THIS INDENTURE, made and entered into on this the 5th day of November, 2003, by and between Ronnie Morton, a married person, as Grantor; and Benjamin W. Berguson and Clara C. Berguson, husband and wife, as Grantees;

WITNESSETH:

For and in consideration of the sum of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00), cash, in hand paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold and does by these presents grant, bargain, sell and convey unto the Grantees, 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, together with every contingent remainder and right of reversion, the following described property situated, lying and being in the County of Shelby and State of Alabama, to-wit:

Lot 2A, according to a resurvey of Lots 1-3 Old Town Helena, as recorded in Map Book 31, page 83, in the Office of Judge of Probate of Shelby County, Alabama.

SUBJECT, HOWEVER, TO ANY AND ALL OF THE FOLLOWING: easements, reservations, restrictions and rights-of-way heretofore filed and of record; mineral and mining rights heretofore reserved and not owned by Grantor; rights of parties in possession, matters not of record which would be disclosed by an accurate survey and inspection of the property, and underground easements or other uses of subject property not visible from the surface.

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR OR HIS WIFE.

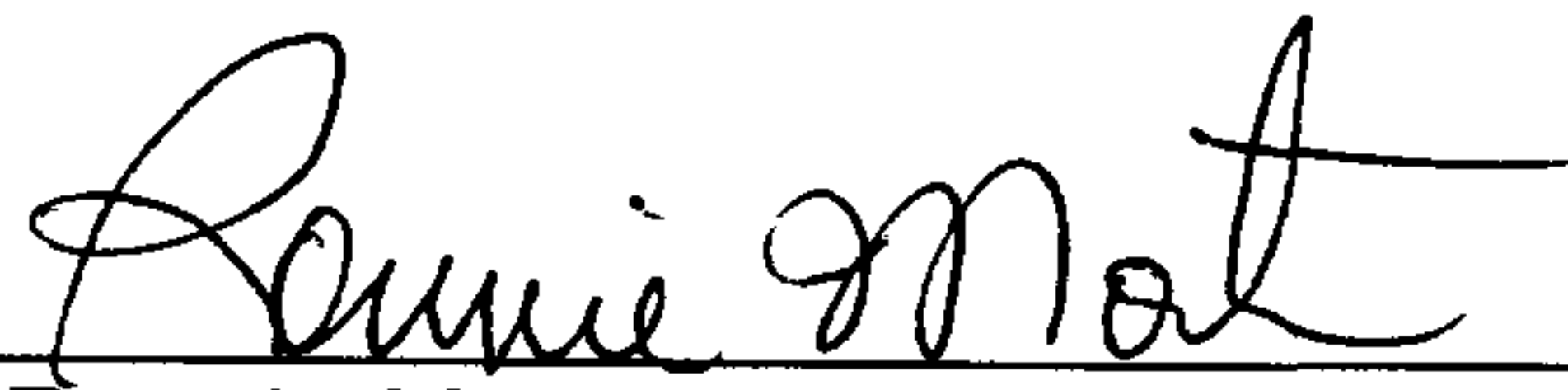
TO HAVE AND TO HOLD, to the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

The Grantor covenant and agree with the Grantees that he is seized of an

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indefeasible estate in fee simple of said property, and that the Grantor has the lawful right to sell and convey the same in fee simple; that the property is free from encumbrances, and that the Grantor will forever warrant and defend the title to the same and the possession thereof unto the Grantees, their heirs and assigns, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this the day, month and year first hereinabove written.


Ronnie Morton

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Ronnie Morton., a married person, 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 they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND SEAL on this the 5th day of November, 2003.

(SEAL)

Notary Public 

My Commission Expires: MAY COMMISSION EXPIRES MARCH 1, 2004

This Instrument Was Prepared By:
Harry Gamble, III
Attorney at Law
4290 Hwy 52, Suite G
Helena, Alabama 35080

[The preparation of this document does not constitute an examination of title as to the property described herein. The above attorneys have made no such title examination unless reflected by separate documents signed by such attorneys.]

GRANTEE'S ADDRESS:
103 Lake Davidson Lane
Helena, Alabama 35080