

WARRANTY DEED

THIS INDENTURE is made and entered into on this the 3rd day of November, 2003, by and between WENDY W. NUNNALLY, an unmarried person, as Grantor; and WILLIAM D. COLE and DAWN N. COLE , as Grantees.

WITNESSETH:

For and in consideration of the sum of ONE AND NO/100 DOLLARS, (\$ 1.00), cash, in hand paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, and for and in further consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS, (\$100,000.00), to be paid by the Grantees to the Grantor as evidenced by a purchase money mortgage of even date herewith conveying the property hereinafter described, the said Grantor has granted, bargained and sold and do by these presents grant, bargain, sell and convey unto the said Grantees 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, 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:

The southeast quarter of the southeast quarter of Section 4, Township 20, Range 3 West, Shelby County, Alabama,

LESS AND EXCEPT, a parcel of land along the western boundary of said property described as follows: Begin at the Northwest corner of the SE ¼ of the SE ¼ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence Southerly along the west line of said Quarter-Quarter 1,315.50 feet to the Southwest corner of the same Quarter-Quarter, thence turn 88 degrees, 36 minutes, 53 seconds to the left and run easterly along the south line of the said Quarter-Quarter section 265.00 feet to a point; thence turn 91 degrees, 23 minutes, 10 seconds to the left and run northerly a distance of 1314.88 feet to a point on the north line of said Quarter-Quarter a distance of 265.00 feet to the point of beginning.

SUBJECT, HOWEVER, TO: any and all easements, reservations, restrictions, rights-of-way heretofore filed for record which affect said property; all mineral and mining rights heretofore reserved and not owned by Grantor; any and all rights of parties in possession, variation in area or in measurements, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record including lack of access which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible for the surface.

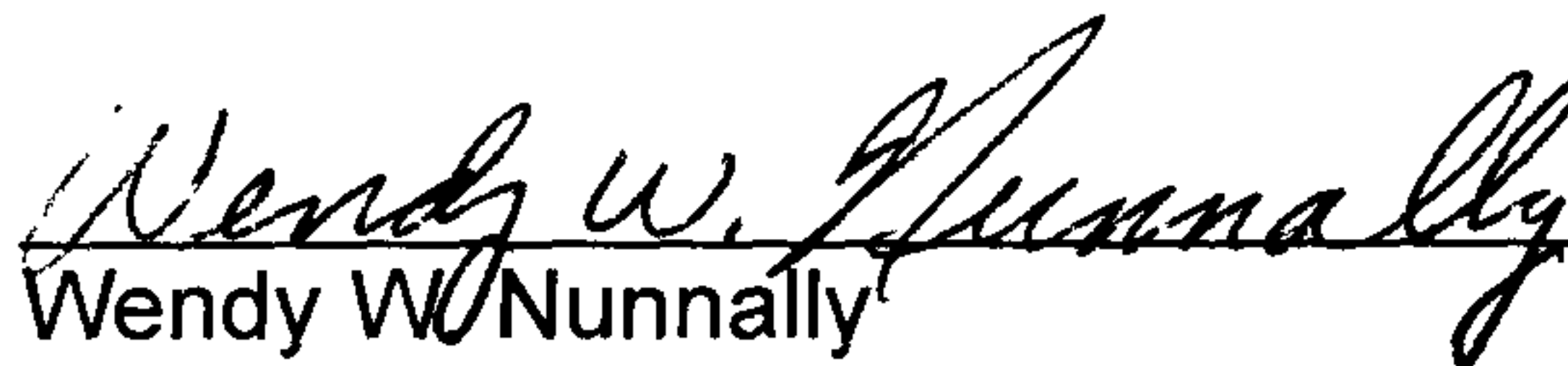
"\$100,000.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith."

TO HAVE AND TO HOLD, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantees, 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, together with every contingent remainder and right of reversion.

The said Grantor covenants and agrees with the said Grantees that she is seized of an 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 said 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 said Grantees, their heirs and assigns, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hands and seals on this the day, month and year first hereinabove written.

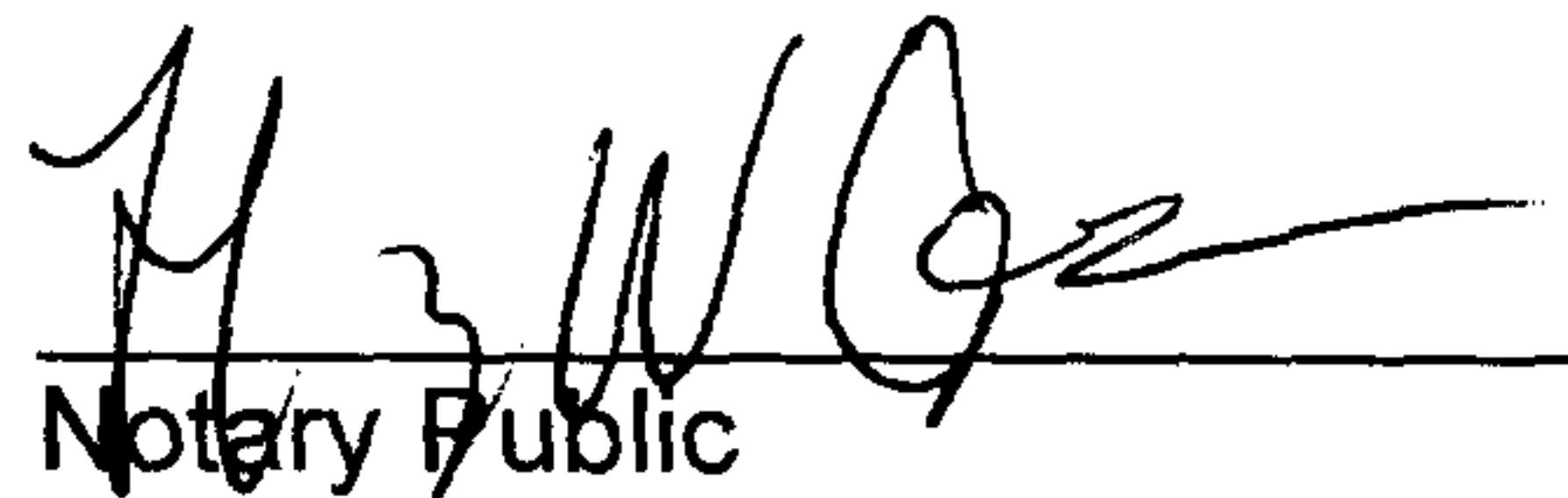
 (SEAL)
Wendy W. Nunnally

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Wendy W. Nunnally, 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 SEAL on this the 3rd day of November, 2003

(SEAL)


Notary Public

My Commission Expires: MY COMMISSION EXPIRES MARCH 1, 2004

This Instrument Was Prepared By:
Harry W. Gamble, III
Attorney at Law
4290 Highway 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.]

GRANTEES' ADDRESS:
1900 Lakeland Trail
Helena, Alabama 35080