


This Instrument Prepared By:  
James F. Burford, III  
Attorney at Law  
Suite 101, 1318 Alford Avenue  
Birmingham, Alabama 35226

Send Tax Notice To:  
KEITH NIX  
4740 SEMINOLE DR.  
B'ham. AL.  
35243

**STATUTORY JOINT TENANCY WARRANTY DEED**

STATE OF ALABAMA       )  
SHELBY COUNTY        )

  
20040113000023920 Pg 1/1 106.00  
Shelby Cnty Judge of Probate, AL  
01/13/2004 10:56:00 FILED/CERTIFIED

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Ninety-five thousand and No/100 Dollars (\$95,000.00), and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, Scott R. Kuckens, a married man, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Keith Nix and Kim Nix, (herein referred to as Grantees), 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:

Lots 22, according to the Survey of Mountain Crest Estates, as recorded in Map Book 32, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

**SUBJECT TO:** (1) Taxes due in the year 2004 and thereafter; (2) Easements, restrictions and rights-of-way of record; (3) Declaration of Restrictive Covenants for Mountain Crest Estates as recorded in Instrument Number 20040105000006420, Probate Office of Shelby County, Alabama; (4) Mineral and mining rights not owned by the Grantors; (5) North Shelby County Fire District service charges accruing after the date of the delivery of this deed; (6) North Shelby County Library District dues accruing after the date; (7) All matters shown on the recorded map.

**SPECIAL PROVISIONS:** In the event Grantee and Grantor (or Grantor's designee or assignee) have not entered a contract for the construction of a dwelling on the property conveyed herein on or before March 1, 2004, Grantor shall repurchase the property conveyed herein to Grantee pursuant to the terms of that certain Lot Sales Agreement between Grantor and Grantee dated January 6, 2004, which Agreement is hereby incorporated by reference herein (the Lot Sales Agreement). It is also understood and acknowledged by the Grantor and Grantee that the provisions contained in the Lot Sales Agreement relating to real estate commissions owing Realty Resources, Inc. are binding on the property conveyed herein and shall encumber the property conveyed herein until such commissions are paid in full, and further, shall run with the land.

The property conveyed herein is not the homestead of the Grantor or his spouse.

**TO HAVE AND TO HOLD** to 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 forever, together with every contingent remainder and right of reversion.

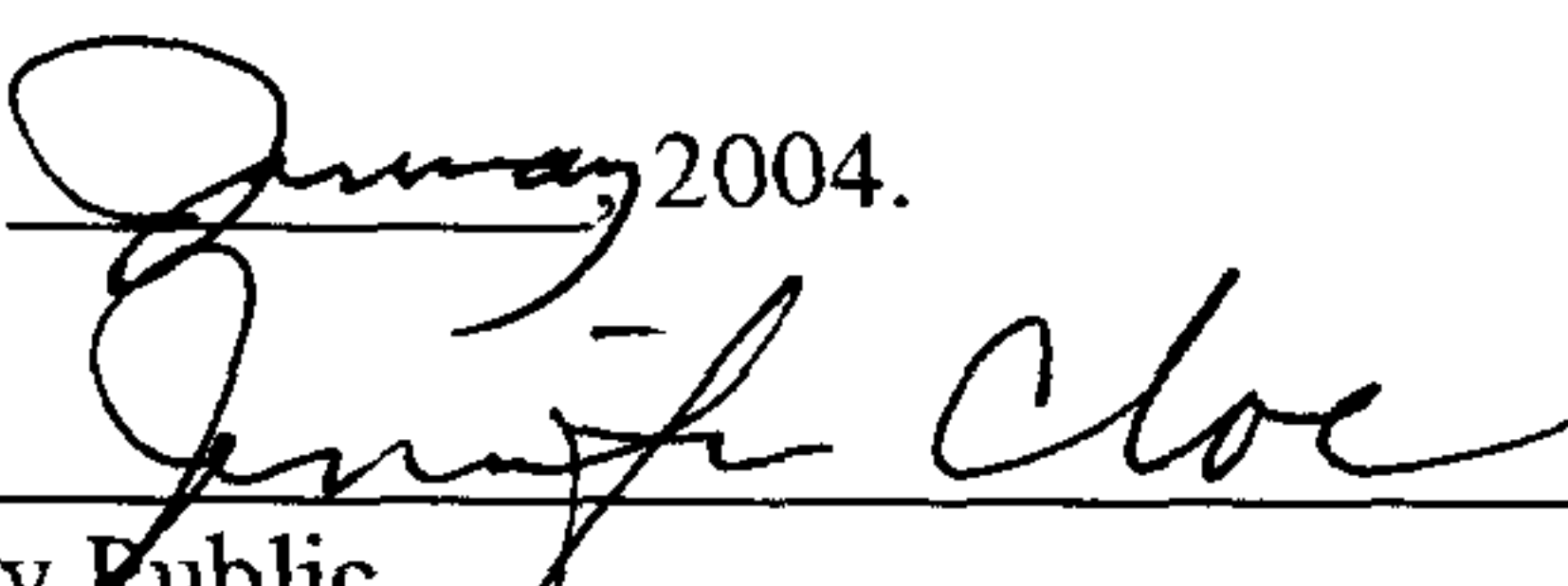
**IN WITNESS WHEREOF**, the undersigned, has hereunto set their hand and seal, this the 9<sup>th</sup> day of January, 2004

  
Scott R. Kuckens

STATE OF ALABAMA       )  
Jefferson COUNTY        )

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that Scott R. Kuckens, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of January 2004.

  
Notary Public  
My Commission Exp. 10-22-06