


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

Send Tax Notice To:

ZACK PAPPANASTOS
6537 QUAIL RUN DR.
PELHAM, AL.
35124

JOINT TENANCY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20040202000051920 Pg 1/1 102.00
Shelby Cnty Judge of Probate, AL
02/02/2004 10:17:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ninety thousand and No/100 Dollars (\$90,000.00), 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, by Durwin Ritchie, his attorney in fact, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Zachary A. Pappanastos and Kimberly L. Pappanastos, (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 29, 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 25, 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 Scott R. Kuckens or his spouse.

Grantor represents and warrants that there are no unpaid assessments due any governmental or quasi-governmental agency including North Shelby County Library and North Shelby County Fire. Further, Grantor represents and warrants that there are no violations of any Covenants or Restrictions affecting the property described herein.

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.

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 successors and assigns forever, against the lawful claims of all persons.

Durwin Ritchie represents and warrants that as of the date of this deed, the Power of Attorney granted to him by Scott R. Kuckens recorded in Instrument 20040113000023910 Probate Office of Shelby County, Alabama has not been revoked, and further, Scott R. Kuckens is alive.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hand and seal, this the 28th day of January, 2004

Scott R. Kuckens

By: 

Durwin Ritchie

Attorney in Fact

STATE OF ALABAMA)
 COUNTY)

I, the undersigned, a Notary Public in and for said State, hereby certify that Durwin Ritchie, whose name as Attorney in Fact for Scott R. Kuckens, is signed to the foregoing conveyance and who is known to me, acknowledged before me this day that, being informed of the conveyance, he, in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of January, 2004.


Notary Public

My Commission Exp. 3-1-06