

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE, made and entered into on this 27 day of January, 2004, by and between Richard M. Hicks, as party of the first part, and RICHARD M. HICKS, TRUSTEE OF THE RICHARD M. HICKS REVOCABLE TRUST created under agreement dated December 17, 2003, as party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of ten dollars (\$10.00) cash in hand paid the party of the first part by the party of the second part, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey unto the said party of the second part, the following described property, situate, lying and being in Shelby County, State of Alabama, to-wit:

THE WEST 5.0 FEET OF LOT 31 AND THE EAST 15.0 FEET OF LOT 32, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWNHOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The party of the first part covenants that the herein described real estate does not constitute his/her homestead or that of his/her spouse.

The preparer of this instrument has served as a scrivener only and has not examined title to the property or rendered any opinion with respect thereto.

Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. Subject, however, to any and all easements, reservations, rights-of-way, restrictive covenants, or limitations recorded in the Probate Office of Shelby County, Alabama, which affect said property.

TO HAVE AND TO HOLD unto the said party of the second part and unto its successors and assigns, in fee simple. And the said party of the first part covenants and agrees with the said party of the second part that he/she is seized of an indefeasible estate in fee simple of said property, and the party of the first part has the lawful right to sell and convey the same in fee simple; that the said property is free from encumbrances, and the party of the first part will forever warrant and defend the title to the same and the possession thereof unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on this the day and date first above written.



RICHARD M. HICKS

STATE OF FLORIDA

COUNTY OF Santa Rosa

I, the undersigned authority, a notary public in and for said County and State, do hereby certify that Richard M. Hicks, 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, he/she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 27 day of January, 2004.


Notary Public
My Commission Expires: _____

This instrument prepared by:

Paul A. Wilson
Litvak, Beasley & Wilson, LLC
220 West Garden Street #606
Pensacola, FL 32502

