

This document prepared by:  
Stuart Y. Johnson, L.L.C.  
4 Office Park Circle, Ste. 112  
Birmingham, AL 35223

Send Tax Notice To:  
Charles Thomas, Jr.  
4813 Keith Drive  
Birmingham, AL 35242

Mtg amt: \$148,800.00

**GENERAL WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of One Hundred and Eighty-Six Thousand and 00/100 Dollars (\$186,000.00) to the undersigned GRANTOR(S) in hand paid by the GRANTEE(S) herein, the receipt of which is hereby acknowledged, CARL J. HORTON, JR. and QUESHA R. GLADNEY, husband and wife (herein referred to as GRANTOR) (QUESHA R. GLADNEY IS ONE AND THE SAME PERSON AS QUESHA R. HORTON)

do hereby grant, bargain, sell and convey unto CHARLES THOMAS, JR. and RASHIDEA THOMAS, husband and wife, (herein referred to as GRANTEE(S)), 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:

Lot 7, Block 15, according to the Survey of Broken Bow South, as recorded in Map Book 11, Page 82, in the Probate Office of Shelby County, Alabama.

(\$148,800.00) of the above consideration is from a first mortgage filed simultaneously with this deed.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to all matters of public record including but not limited to easements, agreements, restrictions, covenants, and/or rights-of-way and subject to any and all matters visible by a survey of the property conveyed herein. Title to all minerals within and underlying the premises, together with all mining rights and release of damages are not warranted herein.

Subject to 2004 Property Taxes and subsequent years which are not yet due and payable.

To Have and To Hold, To the 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; it being the intention of the parties to this conveyance that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not

survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our executor and administrator covenant with said GRANTEE(S), their heirs and assigns, that we are lawfully seized in fee simple of said premises, that the said premises are free from all encumbrances, unless otherwise noted above, that we have a good right to sell and convey same as aforesaid, and that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE(S), their heirs and assigns forever, against the lawful claims of all persons.

Signed and dated this 3<sup>rd</sup> day of May, 2004.

GRANTOR(S)  
BY: Carl J. Horton  
CARL J. HORTON, JR.

BY: Quiesha R. Gladney  
QUIESHA R. GLADNEY

STATE OF ALABAMA)  
JEFFERSON COUNTY )

I, Stuart Y. Johnson, a Notary Public in and for said County, and in said State, hereby certify that CARL J. HORTON, JR. and QUESHA R. GLADNEY, whose names is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3<sup>rd</sup> day of May, 2004.

Stuart Y. Johnson  
NOTARY PUBLIC:  
My commission expires: 3/6/07

