


**SEND TAX NOTICES TO:**  
**JOHN TROY HOWARD**  
**JILL F. HOWARD**  
**5554 DOUBLE OAK LANE**  
**BIRMINGHAM, AL 35242**

  
20040520000267650 Pg 1/1 356.00  
Shelby Cnty Judge of Probate, AL  
05/20/2004 13:14:00 FILED/CERTIFIED

**WARRANTY DEED**

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Six Hundred Seventy-Eight Thousand Four Hundred Eighteen and no/100 Dollars (\$678,418.00) and other good and valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged **ARTHUR HOWARD HOMES, INC.**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **JOHN TROY HOWARD and JILL F. HOWARD**, (herein referred to as "Grantee"), as joint tenants with rights of survivorship, its interest in the following described real estate situated in Shelby County, Alabama, to wit:

Lot 32, according to the map or survey of Mountain Crest Estates, as recorded in Map Book 32, Page 76, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2004 and subsequent years not yet due and payable.

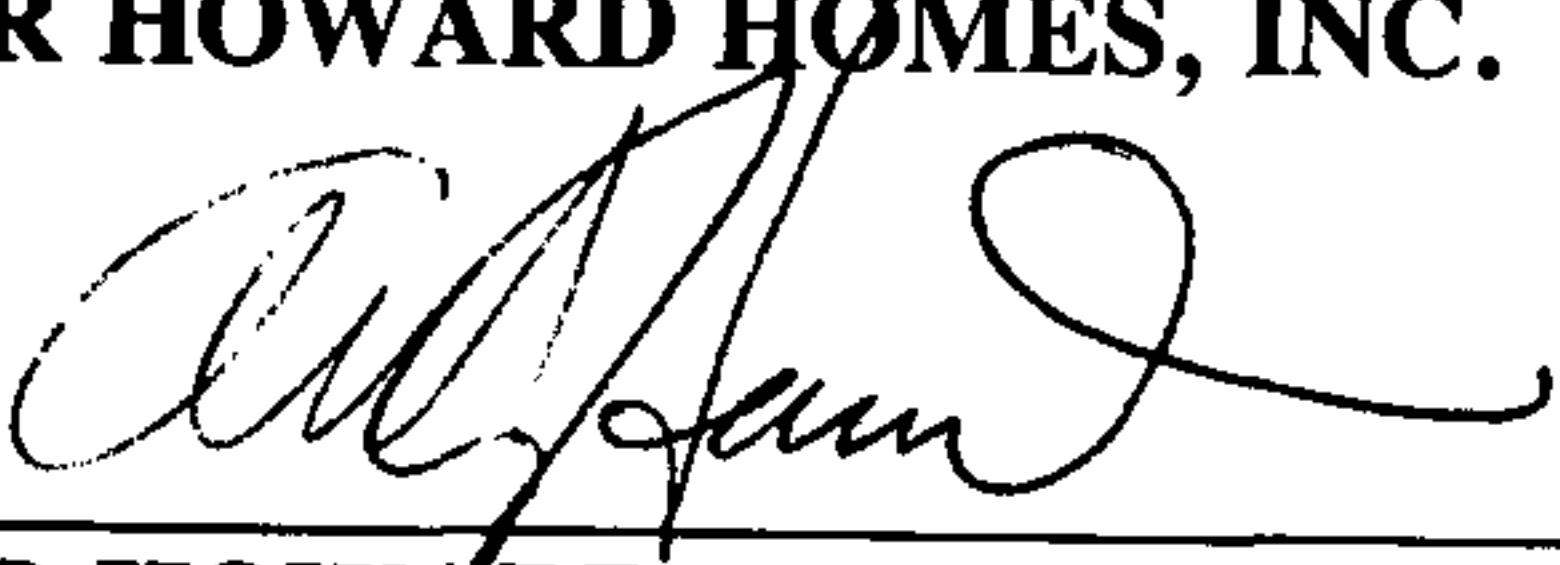
\$333,700.00 of the purchase price recited herein was paid from the proceeds of a mortgage loan closed simultaneously herewith.

**TO HAVE AND TO HOLD** the described premises to Grantees, as joint tenants with right of survivorship, their heirs, executors, successors and assigns forever; 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 herein) in the event one grantee 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 THE GRANTOR** does for its successors and assigns, covenant with said Grantee, their heirs, executors, successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, their heirs, executors, successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this Deed on the 17<sup>TH</sup> day of May, 2004.

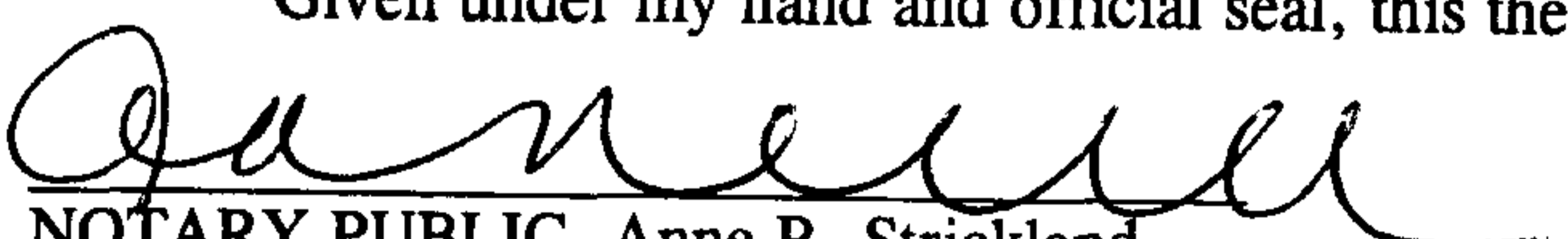
**ARTHUR HOWARD HOMES, INC.**

BY:   
**ARTHUR HOWARD**  
**ITS: PRESIDENT**

STATE OF ALABAMA    )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify Arthur Howard, whose name as President of Arthur Howard Homes, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily in his capacity for the aforesaid corporation on the day the same bears date.

Given under my hand and official seal, this the 17<sup>TH</sup> day of May, 2004.

  
NOTARY PUBLIC Anne R. Strickland  
My Commission Expires: 5/11/05

**THIS INSTRUMENT PREPARED BY:**  
Anne R. Strickland, Attorney at Law  
5330 Stadium Trace Parkway, Suite 250  
Birmingham, Alabama 35244