

PREPARED BY:

SEND TAX NOTICE TO:

TRUSSELL & FUNDERBURG
1916 First Avenue, North
Pell City, Alabama 35125

Shannon L. Helms
3125 Brook Highland Drive
Birmingham, Alabama 35242

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WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Two Hundred Sixty-one Thousand Four Hundred Fourteen and 48/100 Dollars (\$261,414.48) to the undersigned Grantor, UNION STATE BANK, a corporation, (herein referred to as Grantor), in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto SHANNON L. HELMS, an unmarried woman, and RONALD W. HELMS, SR., a married man, (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:

Lot 161, according to the Survey of Brook Highland, an Eddleman Community, Fifth Sector, as recorded in Map Book 13, page 36 A & B, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes due and payable October 1, 2004, and each subsequent year.
2. Mineral and mining rights not owned by the Grantor herein.
3. Easements, rights of way, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc. which would be disclosed by a true and accurate survey of the property conveyed herein.
4. Easement over the westerly and northerly 10 feet and an easement of varying width in northwest corner of said parcel for public utilities, sanitary sewers, storm sewers, storm ditches as shown on recorded map.
5. 35 foot building restriction line from Brook Highland Drive as shown on recorded map.
6. Release of damages recorded in Real 368, page 820 and under Instrument Number 1993-18318.
7. Declaration of Protective Covenants for the "Watershed Property", which provides amount other things, for and Association to be formed to assess and maintain the Watershed Maintenance Areas, etc of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real Volume 194, page 54.
8. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real Volume 194, page 254, in Probate Office, along with Articles of Incorporation of Brook Highland Homeowner's Association, Inc., as

recorded in Real Volume 194, page 281; and by-laws of Brook Highland Homeowner's Association, Inc., as recorded in Real Volume 194, page 287.

9. A non-exclusive easement and agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham dated July 11, 1988 and recorded in Real Volume 194, page 20 and Real Volume 194, page 43.
10. Easement and agreements between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and the Water Works and Sewer Board of the City of Birmingham as set forth in instrument recorded in real volume 194, page 1 and real volume 194, page 40.
11. Drainage Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and associates as set forth in instrument dated April 14, 1987 and recorded in Real Volume 125, page 238.
12. Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates as set forth in instrument dated April 14, 1987 and recorded in real volume 125, page 249 and real volume 199, page 18.
13. Subdivision restrictions as shown on recorded plat in Map Book 12, page 62 A & B.
14. Right of way granted to Alabama Power Company by instrument recorded in real volume 255, page 763 and conditions and restrictions set forth in instrument recorded in real 101, page 995.
15. Amendment to Declaration of Protective Covenants of Brook Highland, a Residential Subdivision, which provides for a special use restriction with respect to the Brook Highland Racket Club property, said amendment being recorded in Book 263, page 604.
16. Supplementary Declaration of Protective covenants for brook Highland as recorded under Instrument #1997-34700.
17. Notice is hereby given that the recorded Subdivision Map, as recorded in Map Book 13, page 36 A & B, contains on the face of same a statement pertaining to natural lime sinks.
18. Agreement with Alabama Power Company relating to electrical facilities as recorded in real 181, page 995.
19. Assessments, if any, in favor of North Shelby Fire and Emergency Medical district, which may remain unpaid.
20. Any and all rights outstanding by reason of the foreclosure of that certain mortgage given by John A. Moore and wife, Susan L. Moore to Union State Bank, as shown by instrument #1998-03872, said foreclosure being evidenced by foreclosure deed to Union State Bank, dated January 9, 2004, as shown by instrument #20040109000016640.

THE FULL CONSIDERATION RECITED HEREIN IS PAID BY PURCHASE MONEY MORTGAGE FROM GRANTEES HEREIN TO UNION STATE BANK EXECUTED SIMULTANEOUSLY AND DATED OF EVEN DATE HERewith.

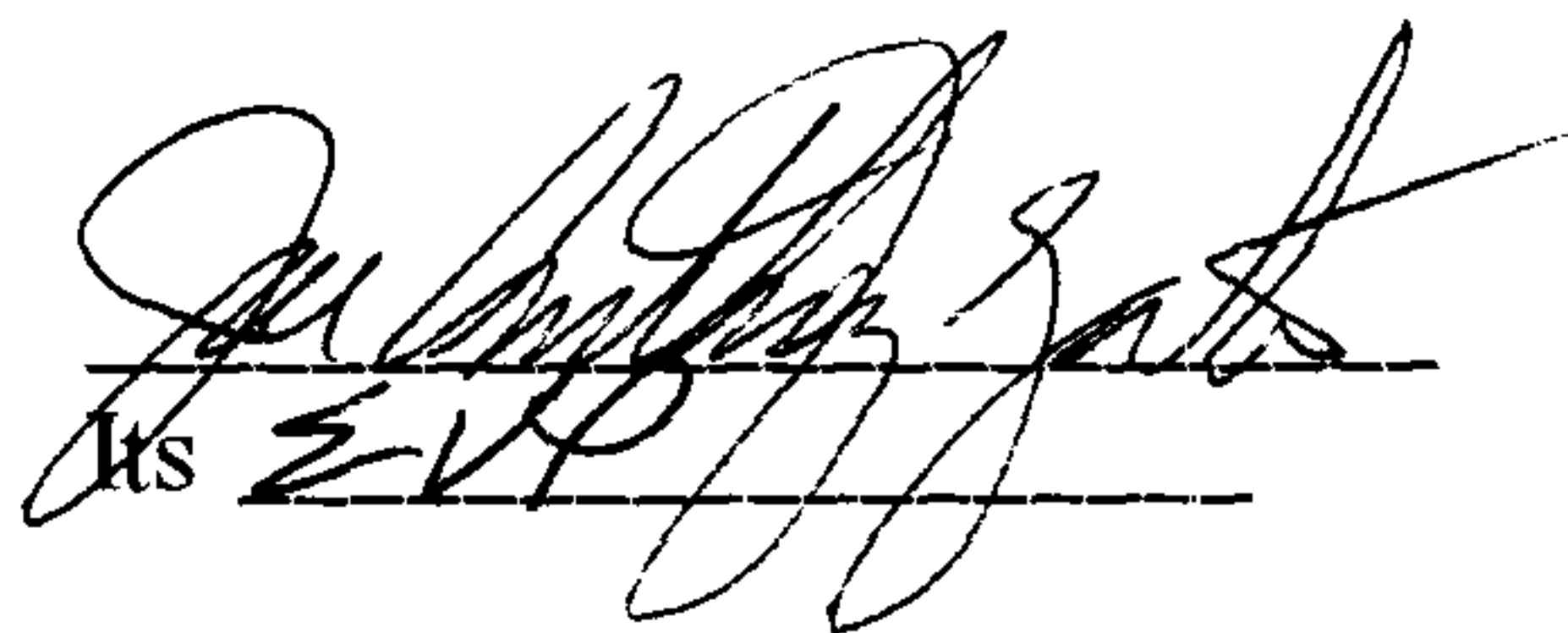
TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And said Grantor does for itself, its successors and assigns, covenant with said Grantees, their

heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors, and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its Executive Vice-President, who is authorized to execute this conveyance, has hereto set its signature and seal this the 18th day of May, 2004.

UNION STATE BANK, a corporation

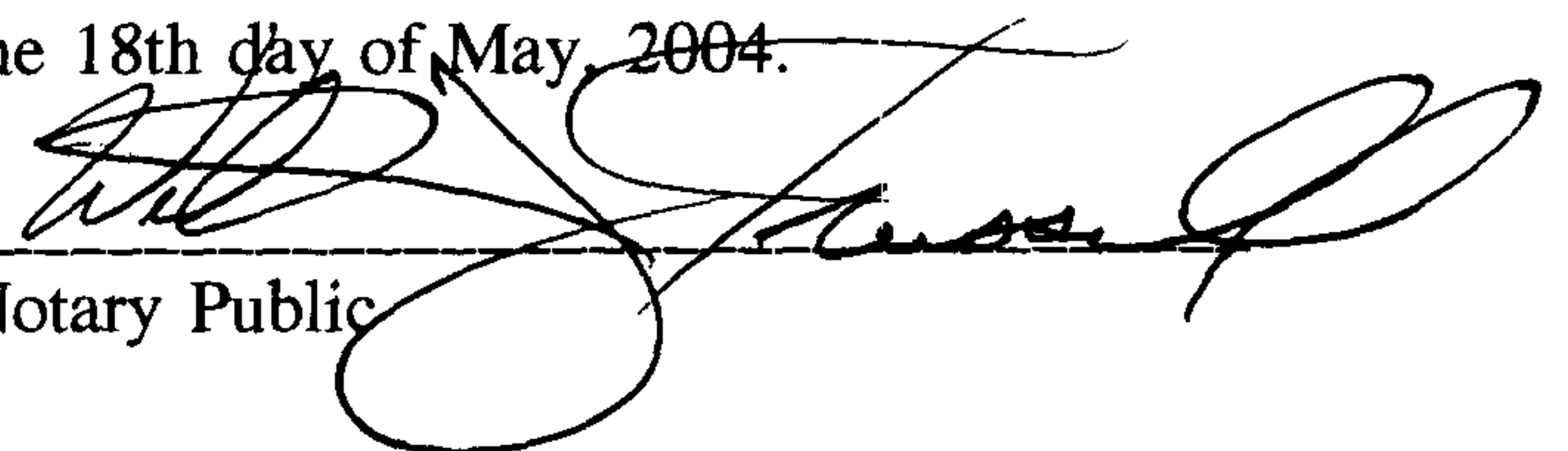
BY: 
Its Executive Vice-President

STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Joe Anthony Yates, whose name as Executive Vice-President of UNION STATE BANK, a corporation, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 18th day of May, 2004.


Notary Public