

**WARRANTY DEED
JOINTLY WITH REMAINDER TO SURVIVOR**

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of SEVENTY ONE THOUSAND DOLLARS AND NO/100 (\$71,000.00) and other valuable considerations to the undersigned GRANTOR(S), J. ANTHONY JOESPH, A MARRIED MAN, GAIL J. OWEN, AN UNMARRIED WOMAN AND L. DOUGLAS JOSEPH, A MARRIED MAN, (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE(S) herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents GRANT, BARGAIN, SELL and CONVEY unto CHARLES L. PAYNE, JR. AND KRISTEN L. PAYNE, (hereinafter 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 County of Shelby, State of Alabama, to-wit:

Lot 7, according to the Map and Survey of The Meadow at Tara, Section 2, as recorded in Map Book 33, Page 10, in the Office of the Judge of Probate of Shelby County, Alabama.

\$301,500.00 OF THE PURCHASE PRICE RECEIVED ABOVE WAS PAID FROM A FIRST PURCHASE MONEY MORTGAGE LOAN CLOSED SIMULTANEOUSLY HEREWITH.

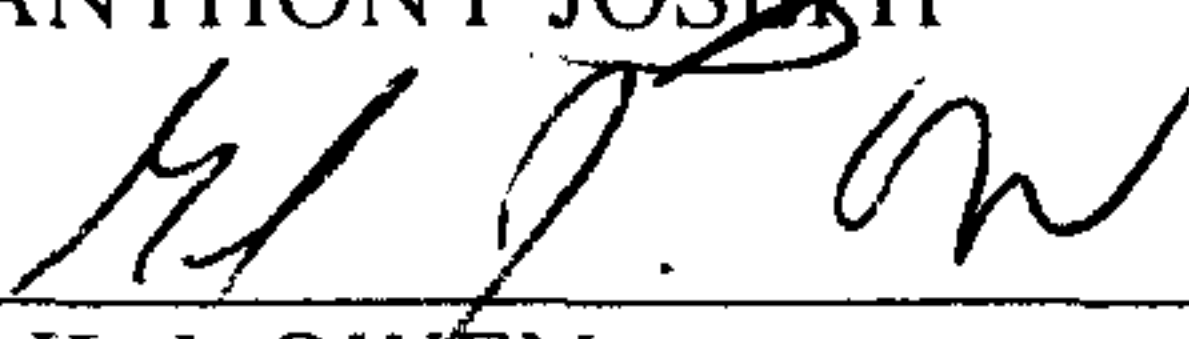
THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF ANY OF THE GRANTORS NOR THEIR SPOUSES.

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

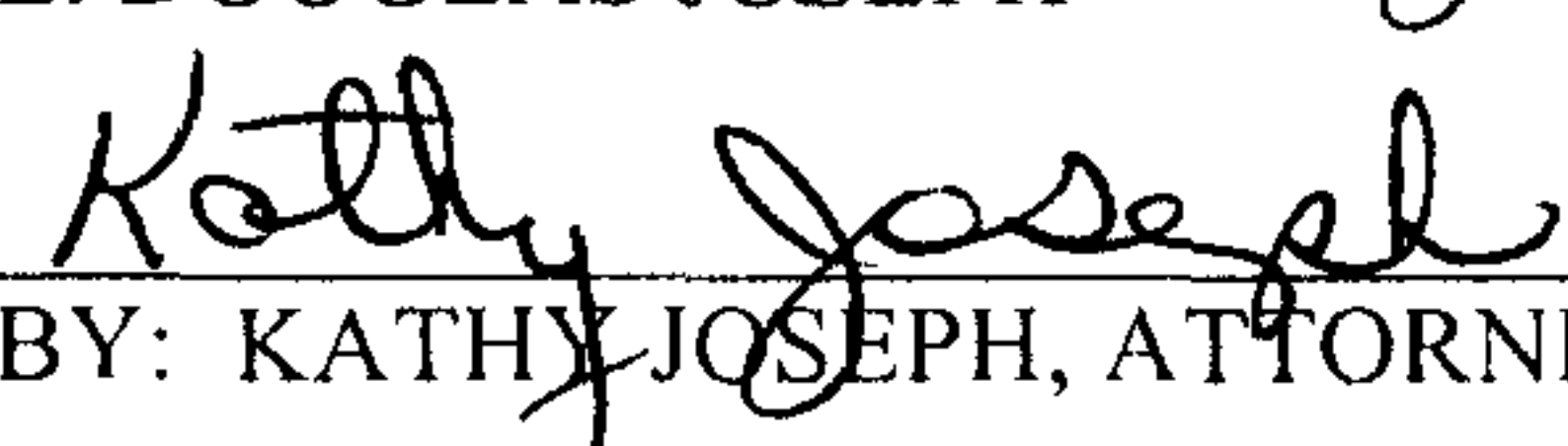
And I/we do for myself(ourselves) and for my(our) heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, that I(we) have a good right to sell and convey the same to the said GRANTEE(S), their heirs and assigns forever, against the lawful claims all persons, except as to the hereinabove restrictive covenants, conditions, easements and ad valorem taxes of record and do hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand and seal, this the 21ST day of May, 2004.


J. ANTHONY JOSEPH


GAIL J. OWEN


L. DOUGLAS JOSEPH


BY: KATHY JOSEPH, ATTORNEY IN FACT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county and state hereby certify that GAIL J. OWEN, INDIVIDUALLY AND L. DOUGLAS JOSEPH, by and through his Attorney In Fact, KATHY JOSEPH and, whose names is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she 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 seal this the 21ST day of May, 2004.

My Comm. **DAVID S. SNODDY**
EXPIRES 6/18/06


NOTARY PUBLIC

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county and state hereby certify that J ANTHONY JOSEPH, whose name is signed to the foregoing instrument, and who is known to me, acknowledged

Moseley

Page -2-
Warranty Deed
Payne/Joseph

before me on this day that, being informed of the contents of the instrument, with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 21st day of May, 2004.

My Comm. Exp.:



NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
CHRISTOPHER P. MOSELEY
MOSELEY & ASSOCIATES, P.C.
3800 COLONNADE PARKWAY, SUITE 630
BIRMINGHAM, AL 35243

RETURN DEED TO:
CHARLES L. PAYNE
____ TARA DRIVE
COLUMBIANA, ALABAMA 35051

DAVID S. SNODDY
MY COMMISSION EXPIRES 6/18/06