20041110000620570 Pg 1/2 15.00 Shelby Cnty Judge of Probate, AL 11/10/2004 15:28:00 FILED/CERTIFIED

Send tax notice to:

Curran Homes, Inc.

P.O. Box 437

Chelsea, AL 35043

STATE OF ALABAMA SHELBYCOUNTY

This instrument prepared by: Stewart & Associates, P.C. 3595 Grandview Pkwy, #345 Birmingham, Alabama 35243 BHM0415682

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Forty Seven Thousand Five Hundred and 00/100 Dollars (\$47,500.00) in hand paid to the undersigned, Gary L. Thompson and Dorothy P. Thompson, as Trustees of the Dorothy P. Thompson Living Trust, dated 9/29/98 (hereinafter referred to as "Grantor") by Curran Homes, Inc. (hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 47 and a part of Lot 46, Chancellor's Crossing Subdivision, a plat of which is recorded in the Office of the Judge of Probate for Shelby County, Alabama, in Plat Book 28, at Page 75, said part of Lot 46, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 46, said point being on the North right of way of a public road (R.O.W. 50 foot); thence run Northeasterly along the Easternmost line of said Lot 46 for 236.14 feet to the limits of a Wildlife Sanctuary; thence run Northwesterly along the meanderings of said Wildlife Sanctuary, forming an interior angle of 47° 30', for a chord distance of 100.00 feet; thence run Southwesterly, forming an interior angle of 108° 55', for 184.24 feet to the point of beginning, forming an interior closure angle of 23° 55'.

Said parcel being subject to any easements or rights of way of record over or across said parcel.

SUBJECT TO:

ADVALOREM TAXES DUE OCTOBER 01, 2005 AND THEREAFTER. BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND CONDITIONS OF RECORD.

\$47,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

The Grantor does for himself, his heirs and assigns, covenant with Grantee, his heirs, executors, administrators and assigns, that it is lawfully seized in fee simple of said premises; that he is free from all encumbrances except as noted above; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors, administrators and assigns forever against the lawful claims of all persons.

TO HAVE AND TO HOLD to Grantee, her/his heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, Grantor has set his/her signature and seal on this the 26th day of October, 2004.

Dorothy P. Thompson Living Trust

By Dorothy P. Thompson, Trustee

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Gary L. Thompson and Dorothy P. Thompson whose name as Trustees for Dorothy P. Thompson Living Trust dated 9/29/98 are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily in their capacity as Trustees for Dorothy P. Thompson Living Trust dated 9/29/98 on the day the same bears date.

Given under my hand and official seal this the 26th day of October, 2004.

(Notary Seal)

Notary Public

Print Name: (Land). Steer and To

Int Name: Commission Expires: