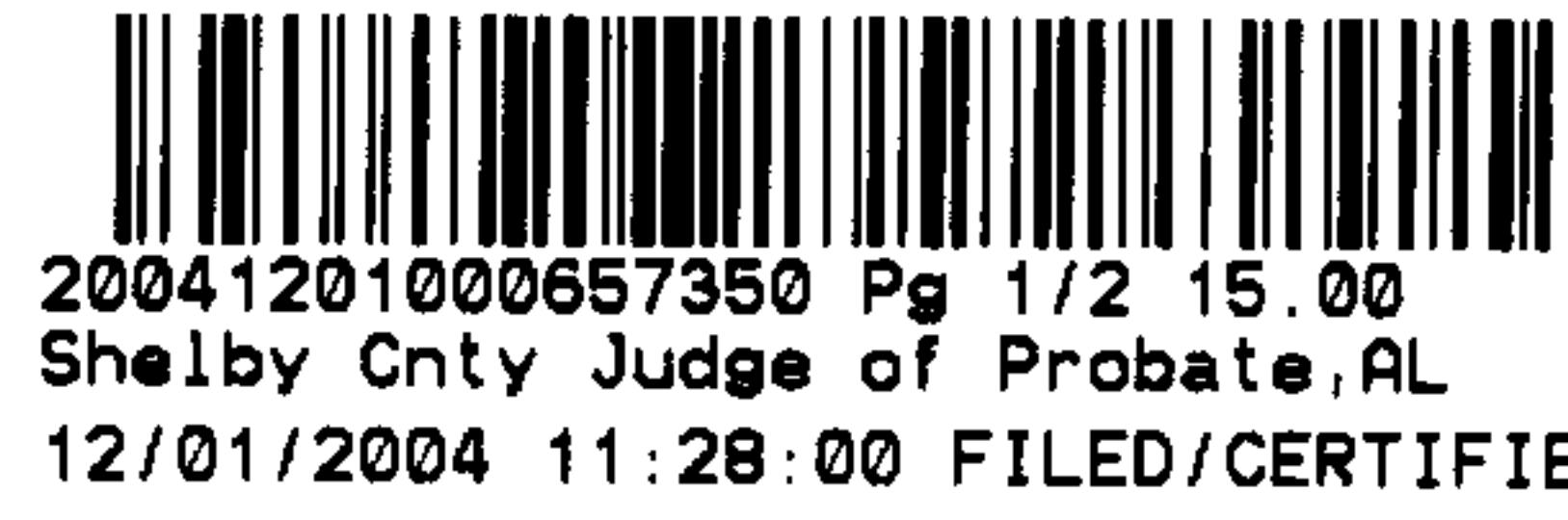


SEND TAX NOTICE TO:
Paul Vercher and Ashley Vercher
121 Brook Highland Cove
Birmingham, Alabama 35242

This instrument was prepared by
Gregory W. Lee
Attorney at Law
300 Office Park Drive, Suite 230
Birmingham, Alabama 35223



WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **One hundred eighty-two and No/100 Dollars (\$182,000.00)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged, **William P. Gray, Jr. and wife, Rebecca W. Gray** (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Paul Vercher and Ashley Vercher, husband and wife** (herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

**LOT 53, ACCORDING TO THE SURVEY OF THE VILLAGE AT BROOK HIGHLAND, AS
RECORDED IN MAP BOOK 24, PAGE 93 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.**

SITUATED IN SHELBY COUNTY, ALABAMA.

4363
Subject to: (1) Taxes for the year 2004 and subsequent years (2) Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any (3) Mineral and mining rights, if any. (4) Easement to Alabama Power Company as shown by instrument recorded in Real 220, Page 521 and Real 220, Page 532. (5) 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 out in instrument recorded in Real 125, Page 249. (6) Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307, Page 950. (7) Declaration of Protective Covenants for the "Watershed Property, which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; of all said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54. (8) Drainage Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates as set out in Real 194, Page 54. (9) Easement for sanitary sewer lines and water lines in favor of the Water Works Board and Sewer Board of the City of Birmingham recorded in Real 125, Page 238. (10) A Deed and Bill of Sale to the Water Works and Sewer Board of the City of Birmingham as shown by instrument recorded in Real 194, Page 43. (11) Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Real 220, Page 339; Instrument #1992-14567 and Instrument #1993-32511. (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 Betty and Douglas Eddleman, as set out in instrument recorded in Real 199, Page 18. (13) Agreement concerning Electric Service to NCNB National Bank of North Carolina as Trustee and Brook Highland recorded in Real 306, Page 119.

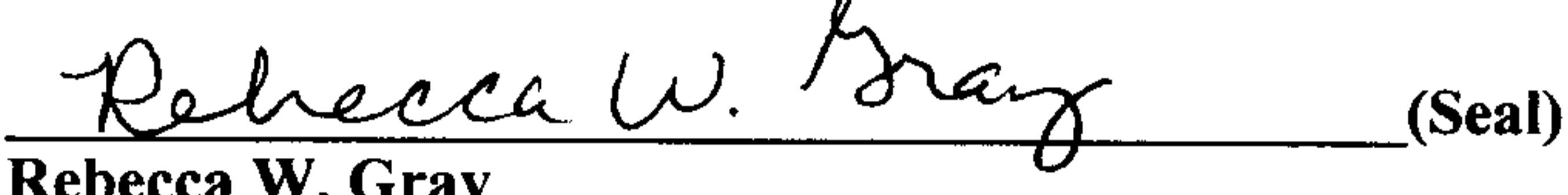
\$182,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD Unto the said **GRANTEE(S)** as joint tenants, with right of survivorship, their heirs 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 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEE(S)**, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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.

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), this November 18, 2004.


William P. Gray, Jr. (Seal)


Rebecca W. Gray (Seal)

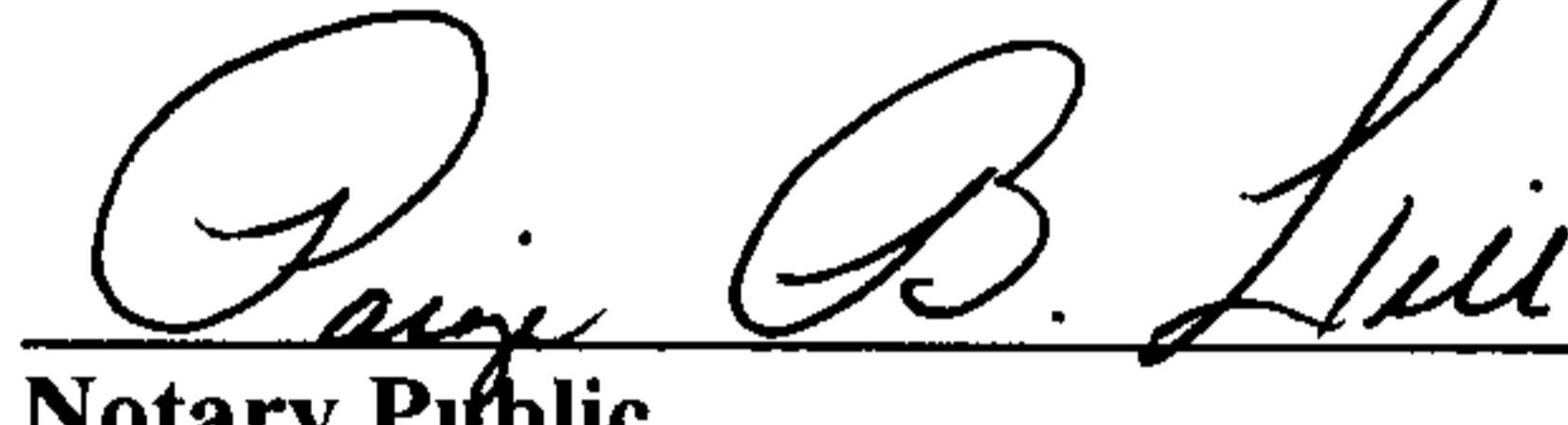
STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William P. Gray, Jr. and wife, Rebecca W. Gray, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

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


Ray B. Linn (Seal)
Notary Public.
My Commission Expires: 04/28/05