PREPARED BY: KRISTY LIGGAN RILEY, LLC 1950 Stonegate Drive Suite 150 Vestavia Hills, Alabama 35242 FILE #B22215

SEND TAX NOTICE TO: KIM H. DANIEL 105 Oliver Street Pelham, AL 35124

Shelby Cnty Judge of Probate, AL 09/07/2005 08:16:12AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

WARRANTY DEED

THIS DEED, made and entered into this the 30th day of August, 2005, by and between Clavin T. Daniel, a married man, herein called "Grantors", and Kim H. Daniel, an unmarried person, herein called "Grantee": WITNESSETH: THAT FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$123,600.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantors have this day bargained and sold and by these presents do hereby grant, transfer, sell and convey unto Grantee, a certain tract or parcel of land situated in Shelby County, Alabama, and being more particularly described as follows: From the Northeast corner of the SE ¼ of the SW ¼ of Section 24, Township 20 South, Range 3 West, turn Southerly along the East boundary line of said SE 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West for 692.69 feet; thence turn an angle of 90 degrees 48 minutes to the right and run Northerly 140.0 feet to the Point of Beginning of the land herein described; thence continue along the last said course 305.31 feet; thence turn an angle of 140 degrees 51 minutes to the right and run Southeasterly for 272.87 feet; thence turn an angle of 90 degrees 56 minutes to the right and run Southwesterly for 182.3 feet; thence turn an angle of 69 degrees 41 minutes to the right and run Northwesterly 32.27 feet to the point of beginning. This land being part of the SE ¼ of the SW ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.

SUBJECT TO TAXES FOR 2005, AND SUBSEQUENT YEARS.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, ENCUMBRANCES, LIENS, RIGHT OF WAYS, LIMITATIONS, IF ANY, OF RECORD, OR VISIBLE ON SAID PROPERTY.

Simultaneously with the delivery of this deed, grantee executed a purchase money mortgage in the amount of \$119,892.00 to secure an amount borrowed to finance the above described property.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns forever.

Grantors do for myself (ourselves) and for my (our) Heirs Executors and Administrators covenant with Grantees, their heirs and assigns, that they are lawfully seized in fee simple and possessed of said property; that they have a good and lawful right to sell and convey the same as herein conveyed; that said property is free, clear and unencumbered, except as herein set forth, and that they will forever warrant and defend that title to said property against the good and lawful claims and demands of all persons whomsoever.

This conveyance is expressly made subject to any and all restrictions, reservations, covenants and conditions contained in former deeds and other instruments of record as may now be binding on said property, and to any easements apparent from an inspection of said property.

IN WITNESS WHEREOF, the said Grantors have hereto set their signature and seals this the 30th day of August, 2005.

Shelby County, AL 09/07/2005 State of Alabama

Deed Tax:\$4.00

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public, hereby certify that, Clavin T. Daniel, whose name is signed to foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, they, executed this same voluntarily.

Given under my hand and seal this 30th day of August, 2005.