This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
200 Applegate Court
Pelham, AL.
35124

STATUTORY JOINT TENANCY WARRANTY DEED

20051229000668080 1/1 $12.00
Shelby Cnty Judge of Probate, AL
12/29/2005 09:25:01AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Ninety-Five Thousand and 00/100 Dollars ($395,000.00), and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, Clayton Enterprise, LLC (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Jan Martin and Brenda J. Martin (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 5, according to the Map of Clayton's Addition to Oak Mountain Business Park as recorded in Map Book 27, Page 23, in the Probate Office of Shelby County, Alabama.

GRANT OF EASEMENT: Grantor also grants, bargains, sells and conveys to Grantee and the successors and assigns to Grantee of the above described property, a non-exclusive, perpetual easement for ingress and egress only over and across that portion of Lot 4, according to the map of Clayton's Addition to Oak Mountain Business Park as recorded in Map Book 27, Page 23, in the Probate Office of Shelby County, Alabama (Lot 4) which is a driveway. No other portion of said Lot 4 shall be included within this easement including, without limitation, parking areas and other areas which do not access Applegate Court. In the event Grantee, his successors or assigns creates any damage within such easement to the surface thereof Grantee, his successors and assigns shall pay all costs to repair any such damage.

RESERVATION OF EASEMENT: Grantor reserves over and across the property conveyed herein a non-exclusive perpetual easement for ingress and egress only over that portion of the property conveyed which is a driveway. No other portion of the property conveyed shall be included within this easement including, without limitation, parking areas and other areas which do not access Applegate Trace. In the event Grantor, its successors or assigns creates any damage within such easement to the surface thereof, Grantor, its successors or assigns shall pay all costs to repair any such damage.

SUBJECT TO: (1) Taxes due in the year 2006 and thereafter; (2) Easements, restrictions, reservations and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor.

The entire consideration recited herein was derived from a purchase money mortgage held by Grantor.

Grantor represents and warrants that there are no assessments due the City of Pelham or any other governmental or quasi governmental entity with respect to this property.

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.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the 21st day of December, 2005.

Clayton Enterprise, LLC

By: _____
W. Larry Clayton
Its: Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that W. Larry Clayton as Member of Clayton Enterprise, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 21st day of December, 2005.

_____
Notary Public
My Commission Expires: 3-1-06

C:\MyFiles\Jim\Clayton Enterprises, LLC to Martin\Stat Jt Ten WD.wpd