
 (RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

SEND TAX NOTICE TO:

DEAN MICKIEWICZ
417 BENTMOOR WAY
HELENA, AL 35080-7071

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS and 00/100 (\$186,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt of which is acknowledged, we, AMY L. ELLIOTT and JACK H. ELLIOTT, WIFE AND HUSBAND (herein referred to as GRANTORS) do grant, bargain, sell and convey unto DEAN MICKIEWICZ, (herein referred to as GRANTEEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 1118, according to the Survey of Second Addition to Old Cahaba, Phase III, as recorded in Map Book 29, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.

*Jack H. Elliott and Jack H. Elliott, Jr. in deed dated 10/1/2004 are one and the same person.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2005 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2006.
2. BUILDING AND SETBACK LINES OF 20 FEET ALONG BENTMOOR WAY AS RECORDED IN MAP BOOK 29, PAGE 33.
3. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO TOGETHER WITH ANY RELEASE OF LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS.
4. RIGHTS OF WAYS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS, IF ANY.

\$148,800.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

\$18,600.00 of the consideration herein was derived from a second mortgage closed simultaneously herewith.



20060308000108760 2/2 \$33.00
Shelby Cnty Judge of Probate, AL
03/08/2006 11:11:54AM FILED/CERT

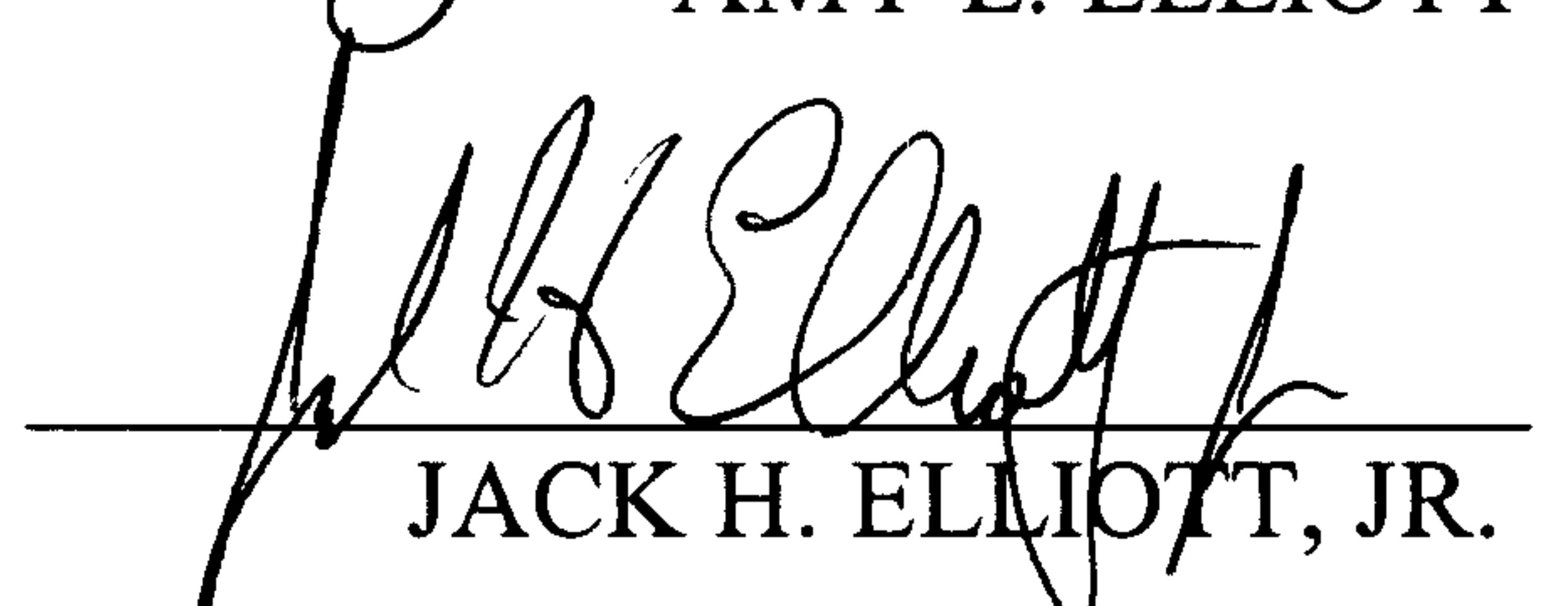
TO HAVE AND TO HOLD Unto the said GRANTEEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in 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 GRANTEEES, his, her, or 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 GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, AMY L. ELLIOTT and JACK H. ELLIOTT, WIFE AND HUSBAND, have hereunto set his, her or their signature(s) and seal(s), this the 23rd day of February, 2006.



AMY L. ELLIOTT



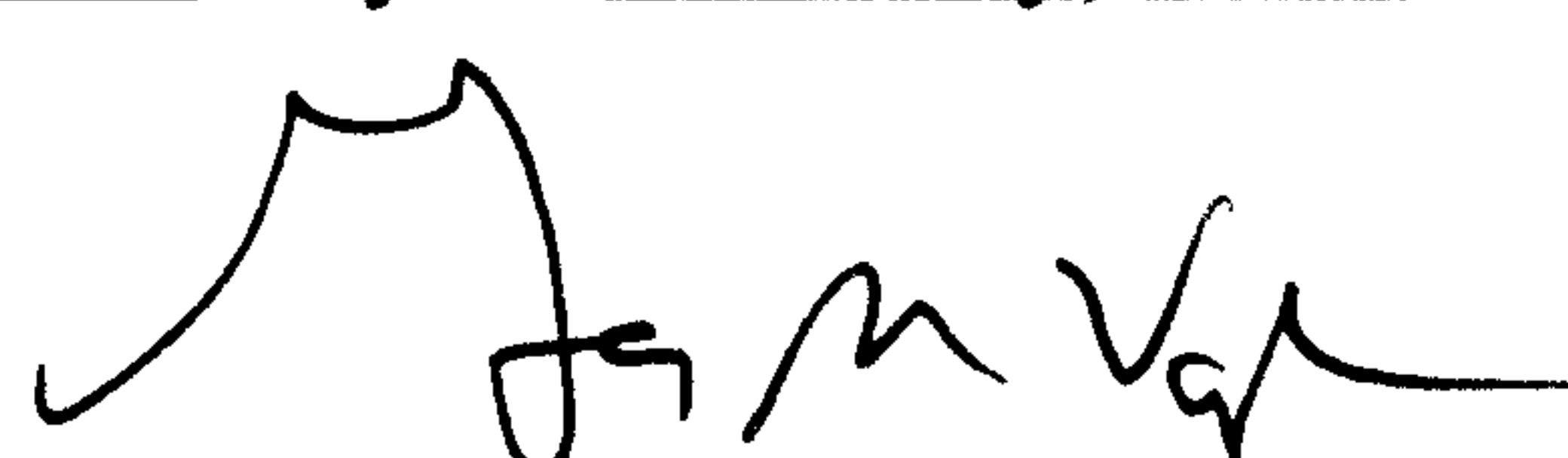
JACK H. ELLIOTT, JR.

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that AMY L. ELLIOTT and JACK H. ELLIOTT, WIFE AND HUSBAND, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of February, 2006.



Notary Public

My commission expires: 9-29-06

