

This instrument was prepared by:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253

WHEN RECORDED RETURN TO:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253

PLEASE RETURN TO:
WARRANTY TITLE INSURANCE COMPANY
879 EAST MAIN STREET
MENDOCINOVILLE, TN 37008

SEND TAX NOTICE TO:
Neil Knierim & Victoria Knierim
274 Kensington Lane
Alabaster, Alabama 35007

Form 1-1-27 Rev 1-66

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Shelby County, AL 05/02/2006
State of Alabama

Deed Tax: \$38.50

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Eighty Two Thousand Dollars and no 00/100 (\$382,000.00), paid by **Mortgage in the amount of Three hundred Forty Three Thousand Eight Hundred Dollars and no 00/100 (\$343,800.00)** filed at the same time as this deed, to the undersigned grantor, Shawn Eric Callahan and Susan S. Callahan, a married couple, (herein referred to as GRANTORS), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged the said GRANTORS does by these presents, grant bargain, sell and convey unto Neil Knierim and Victoria Knierim a married couple, (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 in Shelby County.

Lot 16 according to map of Sterling Gate, Sector 3, Phase 2 as recorded in Map Book 29, Page 84, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Title appears to be derived from Instrument No. 2004120100065820, said Probate Office.

Situated in Shelby County, Alabama.

Subject To:

1. Subject to all matters as shown on plat of record in Map Book 29, Page 84, said Probate Office.
2. If improvements are completed after January 1 of any year, and the law requires supplement assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
3. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and/or liens provided in the Covenants, Conditions and/or Restrictions recorded, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws,

except to the extent that said covenant or restriction is permitted by applicable law.

4. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
5. Coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of said coal, oil, gas and other minerals. This commitment does not attempt to set out the manner in which the minerals are now vested and does not insure any minerals, nor any rights on or easements in connection therewith, as to the owner's policy only.
6. Building Line of record in Instrument No.2002-95111, said Probate Office.
7. Restrictive Covenants of record in Instrument No. 20050524000253230, said Probate Office.

And said Grantors do for themselves, their heirs, successors and assigns covenant with the said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, it is free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey same as aforesaid: that they will and their successors and assigns shall warrant and defend the same to the said Grantees, their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their signatures and seals, this 27th day of April, 2006.

Michael D. Nichols
Witness
Michael D. Nichols
Witness

Shawn Eric Callahan
Shawn Eric Callahan
Susan S. Callahan
Susan S. Callahan

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Shawn Eric Callahan and Susan S. Callahan, as husband and wife, whose name is signed to the foregoing conveyance, and who is know to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily as their act on the day the same bears date.

Given under my hand and official seal the 27th day of April, 2006.

My Commission Expires

My Commission Expires
November 14th, 2009

Michael D. Nichols
Notary Public