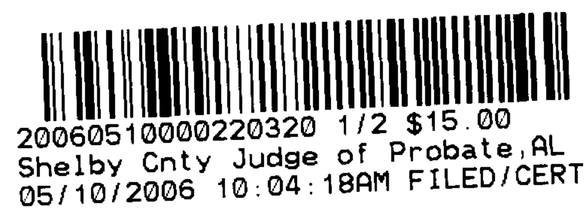
SEND TAX NOTICE TO:
Raymond E. Culver
1934 Lemon Mint Drive
Birmingham, AL 35244



THIS INSTRUMENT PREPARED BY:
Gregory Wayne Lee, Esquire
Lee & McClelland, LLC
P. O. Box 430222
Birmingham, AL 35243

WARRANTY DEED

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **Two Hundred Fifty Thousand dollars & no cents ($250,000.00)**

To the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, **Matthew Waters and wife, Jennie M. Waters** (herein referred to as Grantor, whether one or more), do hereby grant, bargain, sell and convey unto **Raymond E. Culver, an unmarried man** (herein referred to as grantee, whether one or more), the following described real estate, situated in Jefferson County, Alabama, to-wit:

LOT 34, ACCORDING TO THE SURVEY OF SECOND ADDITION TO RIVERCHASE WEST AS RECORDED IN MAP BOOK 7, PAGE 59 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

9765

Subject to:

(1) The lien of Ad Valorem taxes for the year 2006 are a lien but neither due nor payable until 1 October, 2006.
(2) Municipal improvements assessments and fire district dues against subject property, if any.
(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) Agreement with Alabama Power Company for underground residential distribution as recorded in Misc. Volume 25, Page 606.
(5) Terms Agreements and right of way to Alabama Power Company as recorded in Misc. Volume 25, Page 549.
(6) 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 as recorded in Deed Book 127, Page 140.
(7) Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Misc. Volume 14, Page 536 and Misc. Volume 17, Page 550 in the Probate Office of Shelby County, Alabama.
(8) Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 7, Page 59.

$200,000.00 and $50,000.00 of the purchase price is being paid by the proceeds of first and second mortgage loans executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, 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 **GRANTEES**, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantors have hereunto set his/her/their hand(s) and seal(s), this **April 24, 2006** .

_____(Seal)

_____(Seal)

_____(Seal)
Matthew Waters

_____(Seal)
Jennie M. Waters

20060510000220320 2/2 $15.00
Shelby Cnty Judge of Probate, AL
05/10/2006 10:04:18AM FILED/CERT

STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Matthew Waters and wife, Jennie M. Waters** , 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/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of April, 2006

_____
Notary Public.
My Commission Expires: 12-30-07
(Seal)