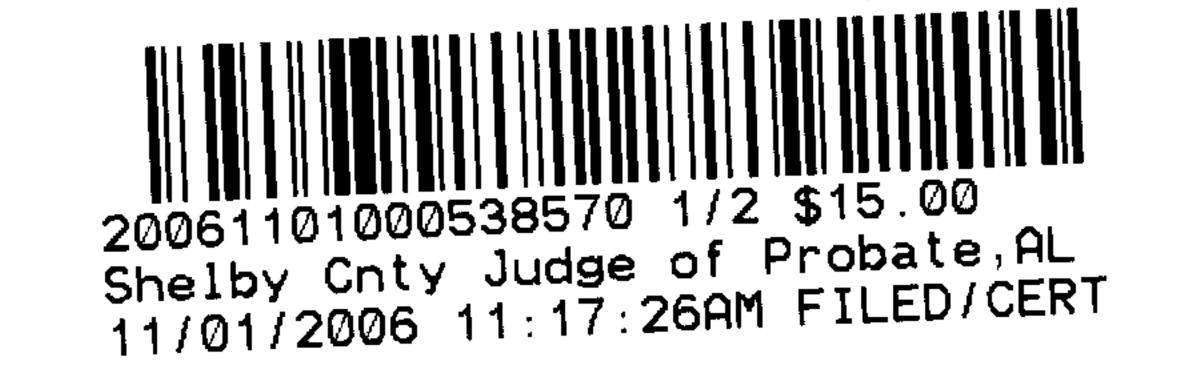
This instrument prepared by: John Gorman Morrison, II Attorney at Law 2477 Valleydale Road Birmingham, Alabama 35244



Send Tax Notice To: James S. Martin 208 Hidden Creek Parkway Pelham, Alabama 35124

WARRANTY DEED

STATE OF ALABAMA }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY }

Know All Men by These Presents: That in consideration of **ONE HUNDRED THIRTY-ONE THOUSAND AND 00/100 (\$131,000.00) DOLLARS**, to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, I/we, **Louise E. Treslar, a single woman** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **James S. Martin, a married man,** (herein referred to as GRANTEE whether one or more), as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 194, according to the survey of Phase Two-Hidden Creek III, as recorded in Map Book 26, Page 124, in the Probate Office of Shelby County, Alabama

Subject to:

- 1. Subject to the taxes for the year beginning October 1, 2006, which constitutes a lien, but are not yet due and payable until October 1, 2006.
- 2. Restrictions, limitations, and conditions as shown on recorded map(s).
- 3. Restrictions appearing of record in Instrument # 1998-3074, amended in Instrument # 1998-3075; Instrument # 1998-3077, amended in Instrument # 1998-23229, Instrument # 1999-1568 and Instrument # 2000-8567.
- 4 Right of Way granted to Plantation Pipe Line as recorded in Deed Book 306, Page 416; Deed Book 252, Page 603 and Deed Book 229, Page 335.
- 5. Right of Way granted to Alabama Power Company by Instrument(s) recorded in Deed Book 127, Page 375 and Deed Book 229, Page 335..
- 6. Right of Way, Easement and Agreement with Level 3 Corporation in Instrument #2000-3182 and Instrument #2000-5902.
- 7. Right of Way granted to Alabama Gas Corporation, as recorded in Deed Book 305, Page 698.
- 8. Right of Way granted to City of Pelham as recorded in Instrument # 1994-5304.
- 9. Right of Way granted to Shelby County as recorded in Instrument # 1998-50205.

TO HAVE AND TO HOLD Unto the said GRANTEE, as joint tenants, with rights 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 GRANTEE, 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 GRANTEE, his, her or their heirs, and assigns forever, against the lawful claims of all persons.

| IN WITNESS WHEREOF, the said GRANTORS, her or their signature(s) and seal(s), this the 2 day of | , Louise E. Treslar, a single woman, have hereunto set his, معرف مراحب , 2006. |
|---|---|
| (Seal) (Seal) | Louise E. Treslar (Seal) |
| (Seal) | (Seal) |

STATE OF ALABAMA}

20061101000538570 2/2 \$15.00 Shelby Cnty Judge of Probate, AL

COUNTY OF SHELBY}

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Louise E. Treslar, a single woman**, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of offer, 2006.

lotary ublic

My Commission Expires:

**(\$131,000.00) of purchase price received above was paid from the mortgage closed simultaneously here with.