

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge
Birmingham, Alabama 35244

JEFFREY WERSZNER
2113 BAILEY BROOK CT
HOOVER, AL 35244

**STATE OF ALABAMA
COUNTY OF SHELBY**

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED**

Know All Men by These Presents: That in consideration of **TWO HUNDRED NINE THOUSAND DOLLARS 00/100 (\$209,000.00)** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, I/we, **LISA HOWELL GRIFFIN, A MARRIED WOMAN** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **JEFFREY WERSZNER and LEIGH ANN WERSZNER**, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 29, according to the Survey of Riverchase West-Dividing Ridge, as recorded in Map Book 6 Page 108 in the Office of the Judge of Probate of Shelby County, Alabama; less and except the following described parcel: Beginning at the Westernmost corner of said Lot 29, for a distance of 119.50 feet to the Northernmost corner of said Lot 29; thence turn an angle to the right of 148 degrees 23 seconds and run in a Southwesterly direction for a distance of 93.37 feet, more or less to a point on the curved Northeast right of way line of Bailey Court; thence turn an angle to the right and run along said curved Northeast right of way line for a distance of 66.50 feet, more or less, to a point of beginning; being situated in Shelby County, Alabama.

****LISA HOWELL HORTON AND LISA HOWELL GRIFFIN ARE ONE AND THE SAME PERSON****

****THIS PROPERTY DID NOT CONSTITUTE THE HOMESTEAD OF LISA HOWELL GRIFFIN'S SPOUSE****

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2006 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2007.
2. MUNICIPAL IMPROVEMENTS, TAXES, ASSESSMENTS AND FIRE DISTRICT DUES AGAINST SUBJECT PROPERTY, IF ANY.
3. 10 FOOT EASEMENT ALONG EAST LOT LINE AS PER PLAT.
4. 6 FOOT EASEMENT ALONG REAR LOT LINE AS PER PLAT.
5. RESTRICTIONS AS SET OUT ON RECORDED PLAT.
6. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM, AND 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. BOOK 14, PAGE 536; MISC. BOOK 17, PAGE 550; MISC. BOOK 34, PAGE 549; VOLUME 301, PAGE 641; MISC. BOOK 15, PAGE 198 AND MISC. BOOK 15, PAGE 703, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

7. 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 VOLUME 127, PAGE 140, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
8. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY AS SET FORTH IN VOLUME 300, PAGE 357.
9. AGREEMENT WITH ALABAMA POWER COMPANY RELATING TO UNDERGROUND RESIDENTIAL DISTRIBUTION SYSTEM AS RECORDED IN MISC. BOOK 16, PAGE 351.

\$209,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES 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 GRANTEES, 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 GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, **LISA HOWELL GRIFFIN**, have hereunto set his, her or their signature(s) and seal(s), this the 31st day of January, 2007.

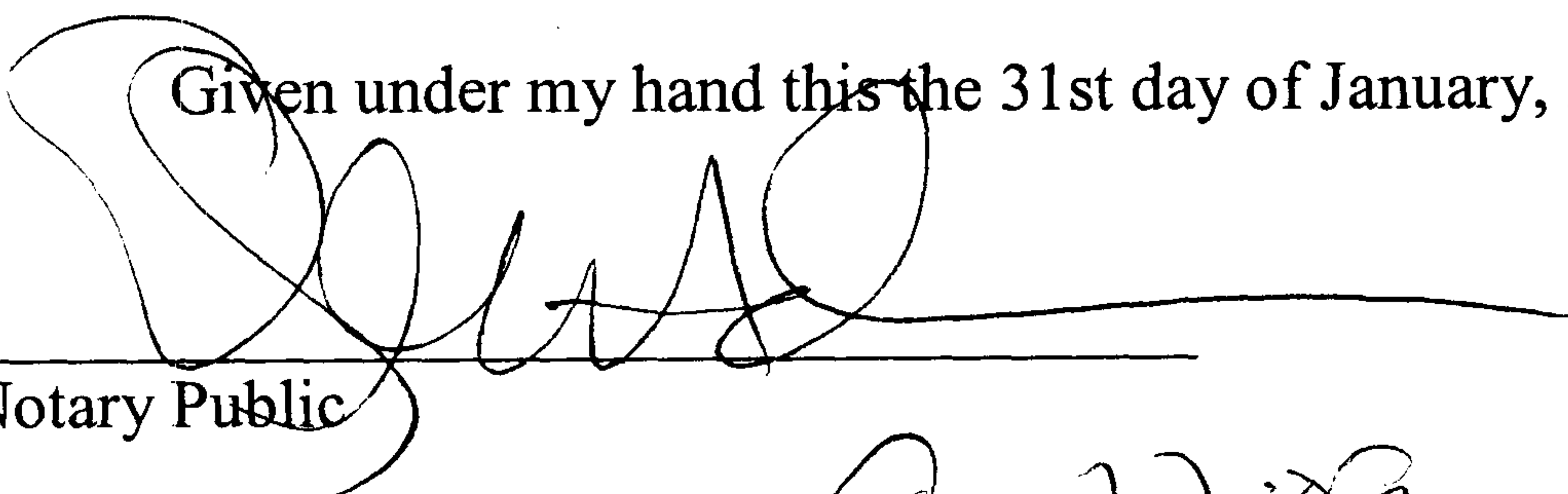

LISA HOWELL GRIFFIN

**STATE OF ALABAMA
COUNTY OF SHELBY**

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **LISA HOWELL GRIFFIN**, 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 31st day of January, 2007.


Notary Public

My commission expires: 9-27-09

