

This instrument was prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

Send Tax Notice To:  
Charles Gagliano and Mary Jo Gagliano  
1309 Greystone Parc Drive  
Birmingham, AL 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY ) **JOINT SURVIVORSHIP DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That, for and in consideration of **Two Hundred Fifteen Thousand and 00/100** Dollars (\$215,000.00), and other good and valuable consideration, this day in hand paid to the undersigned **Brenda D. Burnett, a married woman** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Charles Gagliano and Mary Jo Gagliano**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

**Lot F2B, according to the Survey of The Narrows Lake Estates, recorded as Map Book 35, Page 12, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

The property described herein is not the homestead of the grantor nor that of her spouse.

Subject To:

1. Ad valorem taxes for 2007 and subsequent years not yet due and payable until October 1, 2007.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on and under subject property.
3. Easements as shown by recorded plat, including 60 foot and 30 foot non-exclusive easement on the Easterly and Southeasterly sides of the land.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 1996-4673 in the Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 176, Page 70 and Deed Book 167, Page 394 in the Probate Office.
6. Right(s) of Way(s) granted to South Central Bell by instrument(s) recorded in Deed Book 247, Page 952 in the Probate Office.
7. Easement(s) for private road as shown by instrument recorded in Deed Book 307, Page 407, as corrected in Deed Book 309, Page 193, as further conveyed in Deed Book 309, Page 196 and Real Book 233, Page 627, with rights of others to use.
8. Rights of other to use of Lake.
9. Road right of way as set out in instrument(s) recorded in Deed Book 160, Page 77 in the Probate Office.
10. Road right of way as set out in Instrument(s) recorded in Deed Book 179, Pages 202 and 204 in the Probate Office.
11. Non-beneficial rights of others to use of 60 foot non-exclusive access easement as set out in Map Book 35, Page 12.
12. Restrictions, limitations conditions and other provisions as set out in Map Book 35, Page 12 in the Probate Office.
13. Easement Agreement as shown by instrument recorded in Instrument No. 2004031100026840 in the Probate Office.
14. Easement to Alabama Power Company as shown by instrument recorded in Inst. No. 20050203000056100 in the Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW



Grantees agree to the following covenants, terms and conditions:

Grantees agree to adhere to the Protective Covenants of the Narrows Lake Estates. In addition, Grantor retains the right to approve the exterior colors of the residence. As there is no architectural review committee, the Grantor retains the right to approve or disapprove house plans. However, the house plans previously presented to the Grantor are approved. Any major changes to those plans must be approved by the Grantor.

Grantees agree to maintain the buffers as indicated in the Protective Covenants of 100 feet at the front of the lot and fifty feet on each side of the lot in which no cutting is allowed or structures built. Grantees agrees that the 100 foot front buffer begins at the inside edge of the exclusive easement.

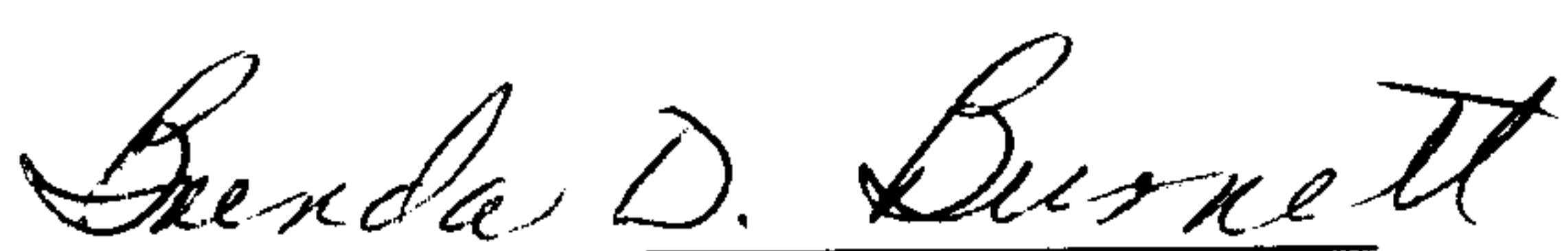
Grantees agree to construct his driveway to enter and exit onto the private roadway and not through the easement to the county maintained Oak Tree Drive. All construction vehicles must enter through the gate at the end of the county maintained Oak Tree Drive.

Grantees agree to maintain the vegetation buffer and the fence between the private roadway and the county maintained Oak Tree Drive. Any additional trees, shrubs or plants added to this area by the Grantees are welcomed.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set her hand and seal this the **2nd** day of **July, 2007**.

  
Brenda D. Burnett

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Brenda D. Burnett, a married woman, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument she executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 2nd day of July, 2007.

  
NOTARY PUBLIC

My Commission Expires:

6-5-2011

