

WARRANTY DEED JOINTLY WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ninety Thousand and no/100 Dollars (\$90,000.00) and other good and valuable consideration to the undersigned Grantors, **Steve D. Scorey and wife Cheryl A. Scorey** in hand paid by **William K Rowland and wife Susan B. Rowland**, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents, does hereby grant, bargain, sell and convey unto **William K Rowland and wife Susan B. Rowland**, hereinafter called Grantees, for and during their joint lives and upon the death of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following property situated in Shelby County, Alabama, to-wit:


Lot 10, according to survey of Heatherwood Sector 3, as recorded in Map Book 8, Page 29 A & B in the Office of the Judge of Probate of Shelby County, Alabama.

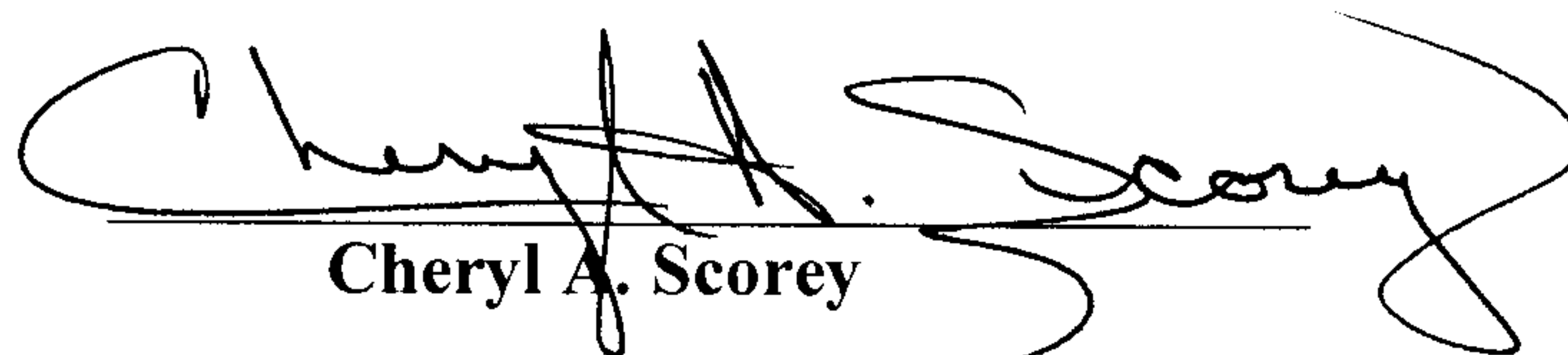
Subject to:

- 1) Taxes for the year 2007 are a lien, but not due and payable until October 1, 2007. Parcel ID: 58-10-2-09-0-001-001.89.
- 2) Building setback line of 35 feet reserved from Oakmont Terrace as shown by plat.
- 3) Public utility easements as shown by recorded plat, including 15 foot drainage easement along the West side; 5 foot easement on the West; 10 foot easement on North and a 5 foot easement on the East.
- 4) Restrictions, covenants and conditions as set out in instruments recorded in Misc. Book 37 page 537 in Probate Office.
- 5) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 318 page 16 in Probate Office.
- 6) Agreement with Alabama Power Company as to underground cables recorded in Misc. Book 39 page 981 and covenants pertaining thereto recorded in Misc. Book 39 page 980 in Probate Office
- 7) Subject to Ad Valorem taxes, easements and restrictions of record.
- 8) Subject to easements, rights o way, and restriction of record; any mineral and/or mining rights and/or releases not owned by the seller; the present flood plain and zoning regulations.
- 9) A purchase money mortgage in the amount of \$344,000.00 to SouthPoint Bank is recorded simultaneously herewith.

To Have and To Hold, the aforegranted property together with all and singular the improvements thereon and the rights and appurtenances thereto in anywise belonging to the said Grantees during their joint lives and upon the death of either of them, then the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, and its purchasers or assigns, Grantors hereby covenants with the said Grantees and its purchasers or assigns, that Grantors is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that it has a good right to sell and convey the same to the said Grantees herein, and that Grantors will warranty and defend the premises to the said Grantees and its purchasers or assigns, against the lawful claims and demands of all persons claiming the same by, through, or under Grantors.

Given under our hand and seal this 13th day of September, 2007.

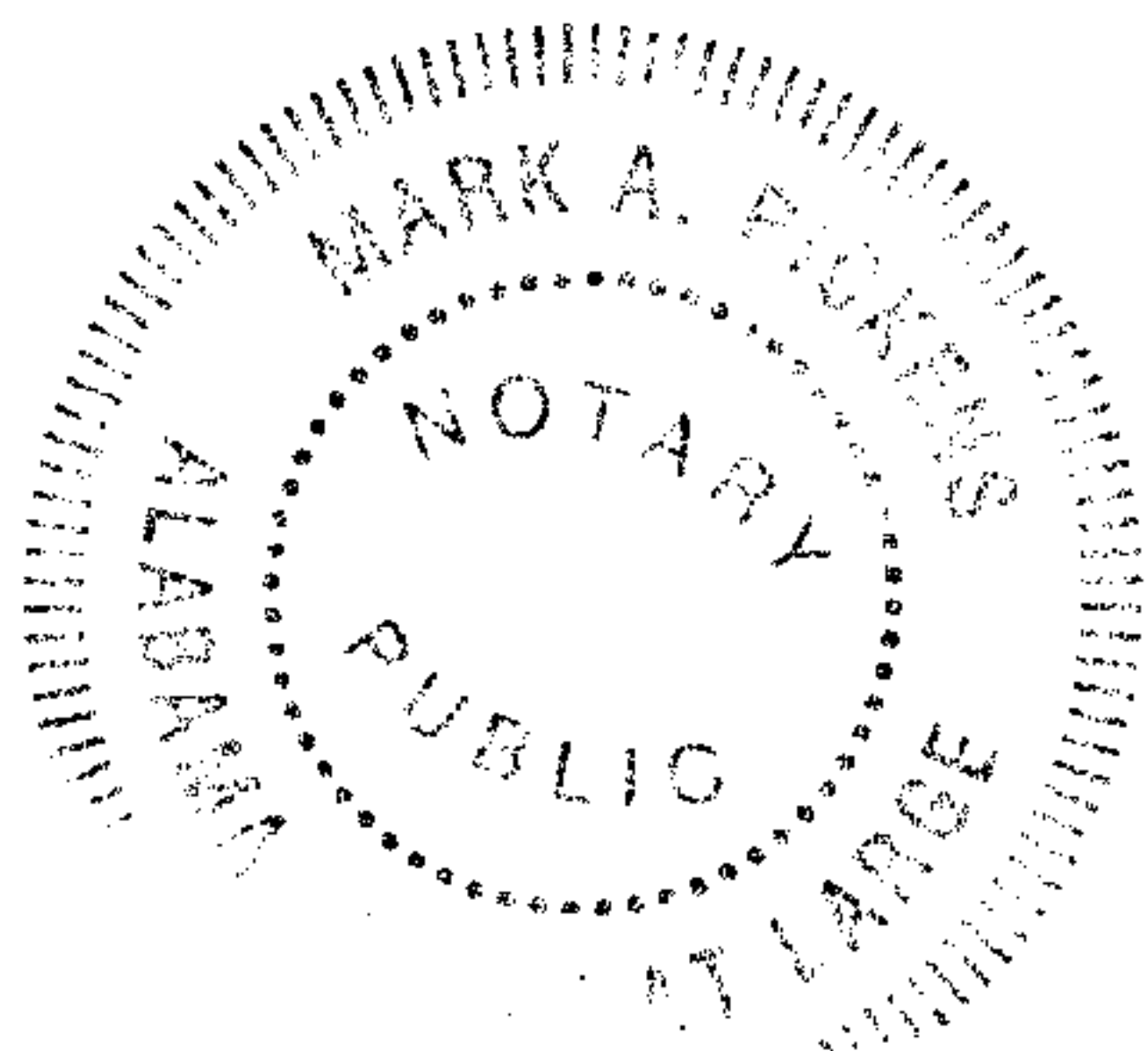

Steve D. Scorey



Cheryl A. Scorey

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that **Steve D. Scorey and wife Cheryl A. Scorey**, who are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of September, 2007.




Notary Public
My Commission Expires: 1-22-2009
Mark A. Pickens, Attorney at Law
P. O. Box 59372
Birmingham, Alabama 35259
MAP#07-0269