

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

This instrument was prepared by:
B. CHRISTOPHER BATTLES
3150 HIGHWAY 52 WEST
✓ PELHAM, AL. 35124

Send tax notice to:
Kevin R. Wheeler and Malia S. Wheeler and
Diana L. Lee
1741 Highway 35
Pelham, Alabama 35124

**STATE OF ALABAMA
COUNTY OF SHELBY**

Know All Men by These Presents: That in consideration of **One hundred seventeen thousand six hundred eighty five and no/100 (\$117,685.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **Mark A. Giles and Sandie Giles, husband and wife** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Kevin R. Wheeler and Malia S. Wheeler and Diana L. Lee** (herein referred to as grantee, whether one or more), the following described real estate, situated in **Shelby County, Alabama**, to-wit:

See Exhibit "A" Legal Description attached hereto and made a part hereof.

Subject to mineral and mining rights if not owned by Grantor.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any of record.

\$115,866.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

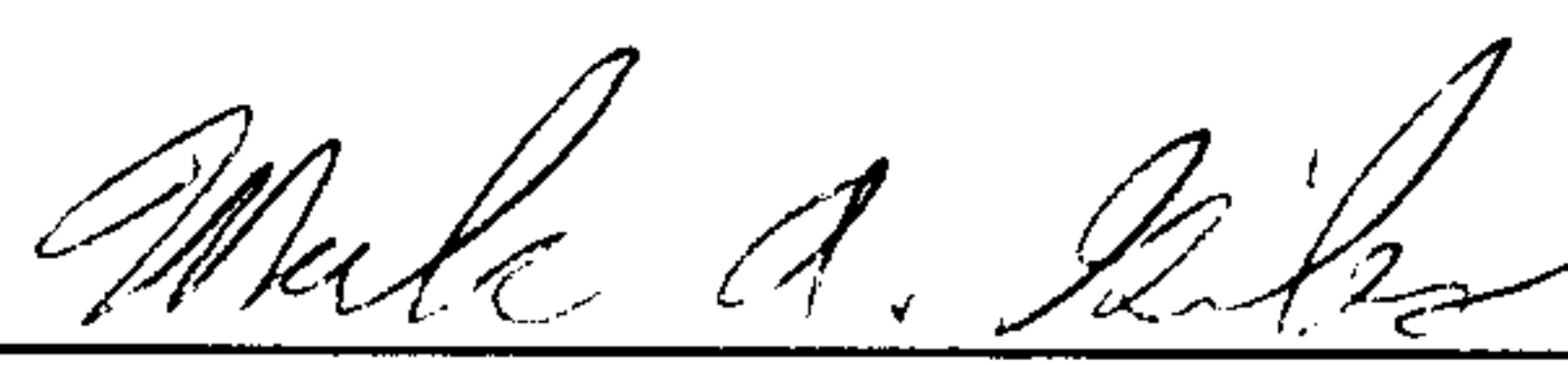
To Have and to Hold to the said grantee, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy created is severed or terminated during the joint lives of the grantees herein) in the event 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 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 stated 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.

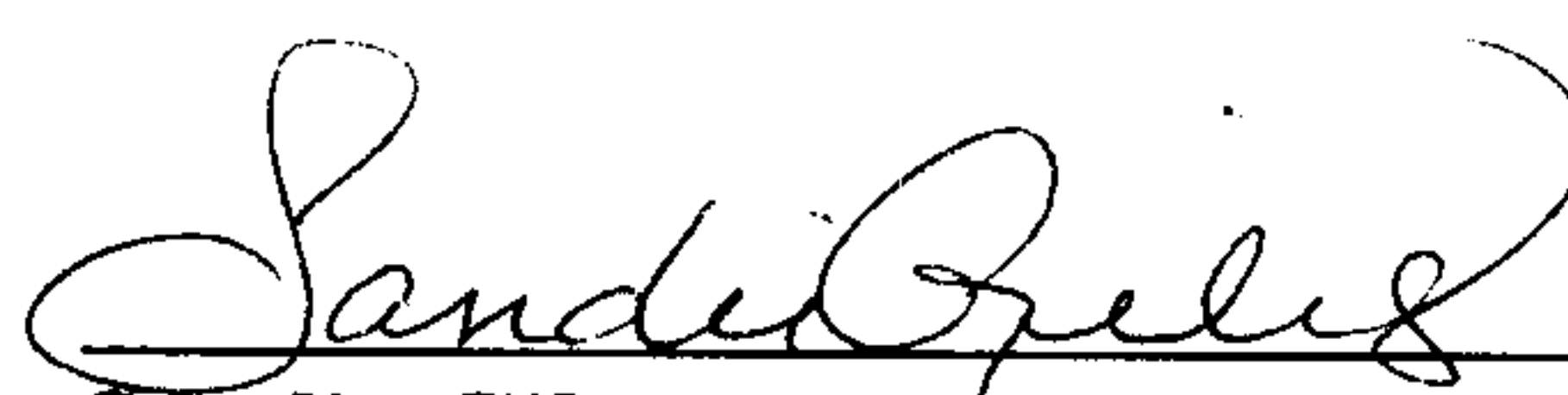
In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 1st day of November, 2007.

Shelby County, AL 11/15/2007
State of Alabama

Deed Tax: \$2.00



Mark A. Giles

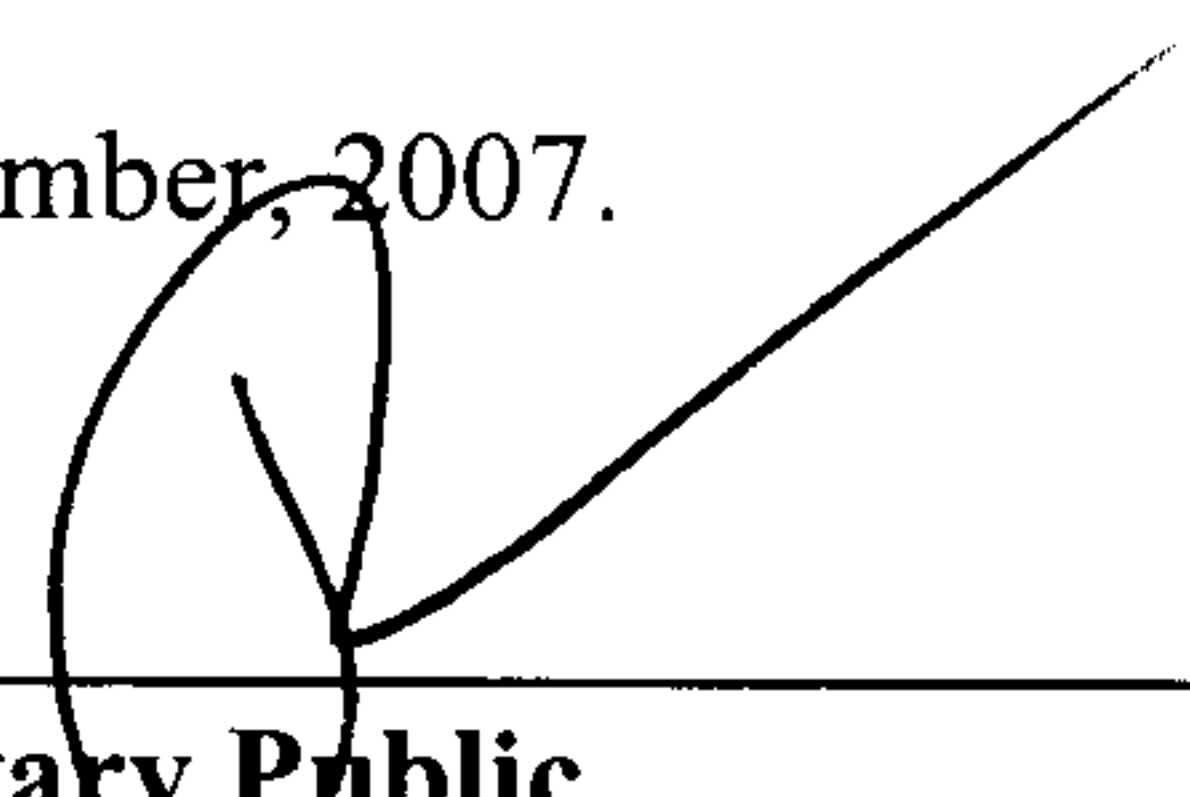


Sandie Giles

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, B. Christopher Battles, a Notary Public in and for said County, in said State, hereby certify that **Mark A. Giles and Sandie Giles, husband and wife**, 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 this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of November, 2007.



Notary Public
My Commission Expires: 02-25-09

B. CHRISTOPHER BATTLES
Notary Public - Alabama, State At Large
My Commission Expires 2 / 25 / 2009

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land lying in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 West, being more particularly described as follows:

Commence at the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run West along the North boundary for 580.01 feet to a point; thence turn an angle of $67^{\circ}26'$ to the left and run Southwesterly for 59 feet to the Point of Beginning of the lot herein described; thence continue along the same said course a distance of 106.20 feet to a point; thence turn an angle of $92^{\circ}58'$ to the left and run Southeasterly 157.05 feet; which point marks the Southwesterly corner of the lot described in Deed Book 271, page 280, in the Probate Office of Shelby County, Alabama; thence turn to the left and run in a Northeasterly direction along the Southeasterly boundary of said lot described in said Deed Book 271, page 280 a distance of 152.59 feet to a point; thence turn to the left $130^{\circ}45'12''$ and run Northwesterly for 244.10 feet to the Point of Beginning.

ALSO:

A 20 foot wide easement for ingress and egress lying 10 feet on either side of the centerline, said centerline being more particularly described as follows:

From the NE corner of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, run in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 580.01 feet; thence turn an angle to the left of $67^{\circ}26'$ and run in a Southwesterly direction for a distance of 165.20 feet to an existing pin; thence turn an angle to the left of $92^{\circ}56'$ and run in a Southeasterly direction for a distance of 157.05 feet to an existing iron pin; thence turn an angle to the left of $52^{\circ}57'50''$ and run in a Northeasterly direction for a distance of 121 feet, more or less, to the center of an existing asphalt drive, being the Point of Beginning; thence turn an angle to the right of $44^{\circ}50'$ and run in a Southeasterly direction for a distance of 27 feet; thence turn an angle to the right of 37° and run in a Southeasterly direction for a distance of 77 feet; thence 30° left in a Southeasterly direction a distance of 45 feet, more or less to the Northwesterly right of way line of County Highway #35, and end of herein described ingress and egress easement.