

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED HEREIN, OR AS TO THE ACCURACY OF THE DESCRIPTION CONTAINED IN PREVIOUSLY FILED DEEDS

This instrument was prepared by: Kendall W. Maddox Kendall Maddox & Associates, LLC 2550 Acton Road, Ste 210 Birmingham, AL 35243 Send Tax Notice To: John M. Stephens Marvolin Stephens 2975 Hwy 119 Montevallo, AL 35115

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\$ 10,000.00

STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

JOHN M. STEPHENS AND WIFE, MARVOLIN MOORE STEPHENS

(herein referred to as Grantor, whether one or more), grant, bargain, sell, and convey unto

JOHN M. STEPHENS AND MARVOLIN STEPHENS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE STEPHENS LIVING TRUST, DATED DECEMBER 11, 2007 AND ANY AMENDMENTS THERETO

(herein referred to as Grantee, whether one or more), in the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit "A" for Legal Description. Subject to taxes, restrictions, rights-of-way, exceptions, conditions, covenants and easements of record.

TO HAVE AND TO HOLD to the said grantee, his, her or their successors and assigns forever.

THE GRANTOR herein grants full power and authority by this deed to the Trustee(s), and either of them, and all successor trustee(s) to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority; no person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; and all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustee(s) (or successor trustee(s)) and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEE**, his, her or their successors 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 successors and assigns forever, against the lawful claims of all persons

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _//_ day of _______, 2007.

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGEMENT:

I, <u>Jennifer Q. Griffin</u>, a Notary Public in and for said County, in said State, hereby certify that and John M. Stephens and Marvolin Moore Stephens, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance has/have executed the same voluntarily on the day the same bears date.

Given my hand and official seal this // day of <u>December</u>, 2007.

Shelby County, AL 12/20/2007 State of Alabama

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Deed Tax: \$10.00

Notary Public

My Commission Expires:

10/4/2010

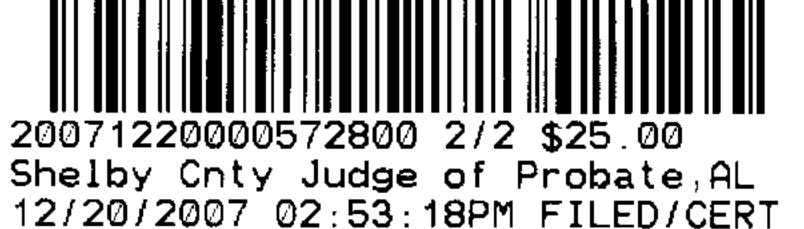


Exhibit "A"

A parcel of land situated in the SW_4 of SE_4 , the SE_4 of SW_4 of Section 10 and the NW% of NE% of Section 15, all of Township 22 South, Range 3 West and more exactly described as follows: Begin at the center of the South side of said Section 10 and in a Southerly direction along the West side of the NE% of Section 15 a distance of 208.5 feet to the Northwest boundary of the Siluria to Montevallo Road; thence at an angle to the left of 127 degrees 15 minutes and along said Northwest boundary a distance of 512.2 feet to the beginning of a curve to the left of said boundary, said curve having a radius of 5679.65 feet, a central angle of 5 degrees 15 minutes and subtended by a cord 519.4 feet in length and making an angle to the left from previous line of 2 degrees 22 minutes; thence along the arc of this curve a distance of 520.0 feet; thence along a line making an angle to the left from said cord of 110 degrees 17 minutes a distance of 2118.4 feet to a point called "A"; from "A" continue in the direction of last course about 30.0 feet to the center line of Shoal Creek; thence continue along the center of Shoal Creek in a Southerly direction about 1500.0 feet to a point opposite a point called "B", situated on the East bank of Shoal Creek and located as follows: From point "A" as above, proceed in a line making an angle to the left from last previous course of 149 degrees 05 minutes a distance of 171.2 feet; thence at an angle to the left of 6 degrees 35 minutes a distance of 120.2 feet; thence at an angle to the right of 29 degrees 10 minutes a distance of 223.6 feet; thence at an angle to the left of 11 degrees 19 minutes a distance of 177.9 feet; thence at an angle to the left of 3 degrees 23 minutes a distance of 158.3 feet; thence at an angle to the right of 12 degrees 02 minutes a distance of 299.2 feet; thence at an angle to the right 30 degrees 11 minutes a distance of 297.3 feet; thence at an angle to the left of 45 degrees 56 minutes a distance of 30.6 feet to said point "B"; from point in creek opposite "B" proceed Easterly about 30.0 feet to point "B"; thence in a line making an angle to the left from last previous line of 59 degrees 43 minutes a distance of 788.3 feet; thence at an angle to the right of 84 degrees 42 minutes a distance of 28.3 feet to point of beginning; being situated in Shelby County, Alabama.