

**THIS INSTRUMENT PREPARED BY:**

James J. Odom, Jr.  
P.O. Box 11244  
Birmingham, AL 35202-1244

**SEND TAX NOTICE TO:**

Joseph A. and Morgan Wood Painter  
106 Brookhollow Way  
Pelham, AL 35124

STATE OF ALABAMA                   )  
COUNTY OF SHELBY                )

**STATUTORY WARRANTY DEED**  
**(With Right of Survivorship)**

**KNOW ALL MEN BY THESE PRESENTS THAT** in consideration of One Hundred Thirty-Two Thousand Seven Hundred and No/100 Dollars (\$132,700.00), and other good and valuable consideration, paid to the undersigned grantor, Roy L. Martin, a married man ("Grantor"), by Joseph A. Painter and Morgan Wood Painter ("Grantees"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantees the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 61, according to the Survey of Brookhollow, Second Sector, as recorded in Map Book 17, at Page 141, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**SUBJECT TO:** (1) Current taxes; (2) Building setback line of 15 feet reserved from Brookhollow Drive, as shown by plat; (3) Easements as shown by recorded plat, including 7.5 feet on the Northwesterly side of the land; (4) Transmission line permit to Alabama Power Company as recorded in Inst. No. 1994-01183 in the Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 17, at Page 141, in the Probate Office; (6) Restrictions, covenants and conditions as set out in instrument recorded in Inst. No. 1993-32092 in the Probate Office; (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. No. 1994-12943 in the Probate Office.

This property does not constitute the homestead of the Grantor herein.

\$132,700.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

**TO HAVE AND TO HOLD** to 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.

**IN WITNESS WHEREOF**, the undersigned has executed this conveyance as of the 8th day of February, 2008

**WITNESS:**

A. Marshall

Roy L. Martin  
Roy L. Martin

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, a married man, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, he executed the same on the day the same bears date.

Given under my hand and seal this 8th day of February, 2008.

Anne P. Marshall  
Notary Public

My Commission Expires: 03/12/2011