

SEND TAX NOTICE TO:

Linda P. Jones  
141 Old Ivy Road  
Calera, AL 35040

Prepared by:

Morris J. Princiotta, Jr.  
Attorney at Law  
2100-C Rocky Ridge Road  
Birmingham, Alabama 35216

STATE OF ALABAMA:  
JEFFERSON COUNTY:

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **ONE HUNDRED AND FIFTY-TWO THOUSAND, FIVE HUNDRED, AND NO/100.....(\$152,500.00) Dollars**, to the undersigned grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, We, **JAMES CLARK and TRACY CLARK, Husband and Wife** (herein referred to as grantors), do grant, bargain, sell and convey unto **LINDA P. JONES** (hereinafter referred to as GRANTEE), the following described real estate situated in **SHELBY** County, Alabama, to-wit:

**Lot 73, according to the plat of Old Ivy Subdivision, Phase II, being a resurvey of portions of Lots 22 – 32 Tract Fifty One Subdivision, Parcel "B", recorded in Map Book 11, Page 26, as recorded in Map Book 36, Page 6-A and Document #20051027000561200, in the Office of the Judge of Probate of Shelby County, Alabama.**

Subject to:

1. Taxes for 2008 and subsequent years, not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 114, Page 193 and Book 144, Page 196.
3. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 121, Page 464; Deed Book 188, Page 43 and Deed Book 80, Page 195.
4. Agreement with Alabama Power Company for Underground Residential Distribution as shown by instrument(s) recorded in Instrument #20050801000385590.
5. Easements and building line as shown on recorded map.
6. Restrictions, limitations and conditions as shown on recorded map(s).

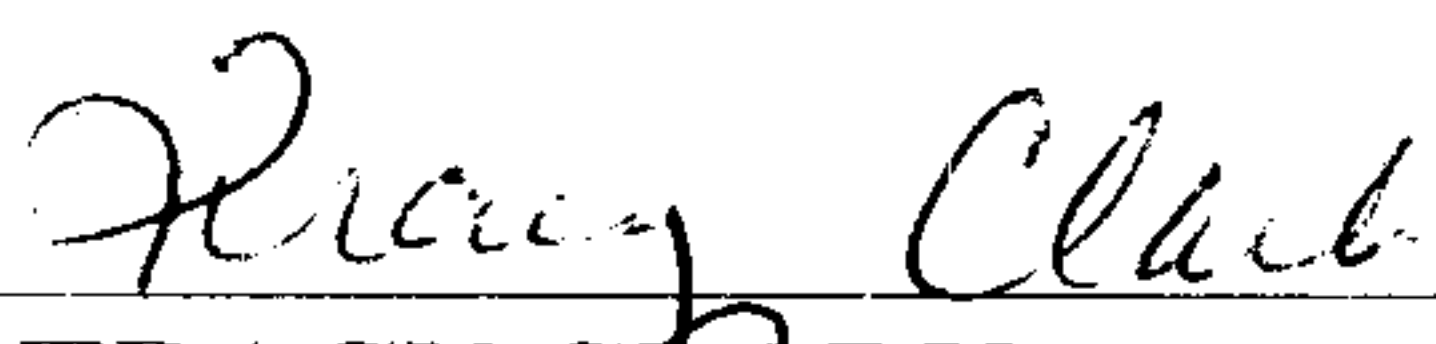
**\$110,000.00 of the purchase price received above was paid from a first purchase money mortgage loan closed simultaneously herewith.**

TO HAVE AND TO HOLD Unto the said GRANTEE, her heirs and assigns, forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, her heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 29th day of February, 2008.

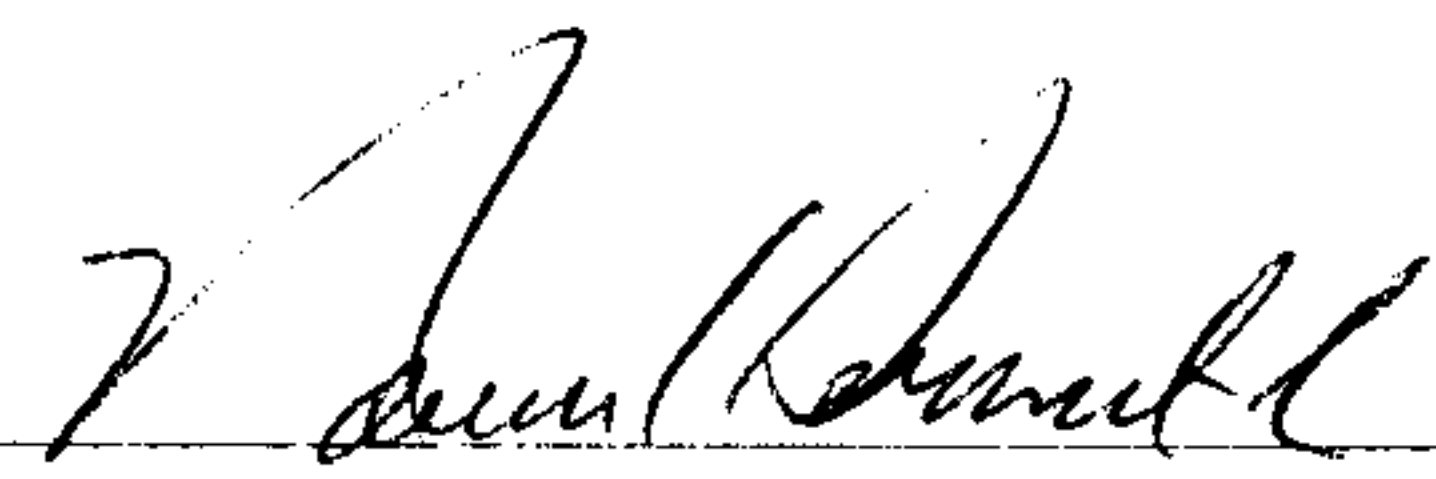
 (Seal)  
**JAMES CLARK**

 (Seal)  
**TRACY CLARK**

STATE OF ALABAMA:  
JEFFERSON COUNTY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JAMES CLARK and TRACY CLARK, Husband and Wife**, whose names 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 official seal this 29th day of February, 2008.


  
Notary Public

Shelby County, AL 03/03/2008  
State of Alabama

Deed Tax: \$42.50

My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Nov 5, 2011**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

  
20080303000085690 2/2 \$56.50  
Shelby Cnty Judge of Probate, AL  
03/03/2008 01:44:45PM FILED/CERT