

THIS INSTRUMENT PREPARED BY:
MARK S. BOARDMAN
BOARDMAN, CARR & HUTCHESON, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043

The preparer of this deed makes no certification as to title
and has not examined the title to the property.

Send Tax Notice to Grantee.
GRANTEE'S ADDRESS:
Daniel E. Curran
508 Baron Circle
Chelsea, Alabama 35043

STATE OF ALABAMA)

GENERAL WARRANTY DEED

SHELBY COUNTY) (Joint Tenancy with Right of Survivorship)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Twenty-Five Thousand and 00/100 (\$325,000.00) Dollars, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Curran Homes, Inc., a corporation** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Daniel E. Curran and Malissa K. Curran**, husband and wife, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of revision, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 43, according to the Map and Survey of Emerald Parc, Phase III Subdivision, as recorded in Map Book 34 page 111 in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record. Subject to any accrued taxes or assessments not yet due and payable.

\$259,777.92 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

Note: The preparer of this deed has not researched the title to subject property.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said 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, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors, heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR, Curran Homes, Inc., a corporation, by and through its officer, has hereunto set its hand and seal this the 25 day of May, 2007.

Shelby County, AL 05/12/2008
State of Alabama

Deed Tax: \$325.00

Curran Homes, Inc.

By: Daniel E. Curran

Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Daniel E. Curran**, whose name as President of **Curran Homes, Inc.**, a corporation, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 25th day of May, 2007.



NOTARY PUBLIC
My Commission Expires: _____

