

**WARRANTY DEED JOINTLY WITH RIGHT OF SURVIVORSHIP**


**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Twenty Two Thousand and 00/100 Dollars (\$22,000.00) and other good and valuable consideration to the undersigned Grantors, **James E. Garner and wife Shelia K. Garner** in hand paid by **Ciro A. Berumen-Silva and Angela Donahue Berumen**, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents, does hereby grant, bargain, sell and convey unto **Ciro A. Berumen-Silva and Angela Donahue Berumen**, hereinafter called Grantees, for and during their joint lives and upon the death of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following property situated in Shelby County, Alabama, to-wit:

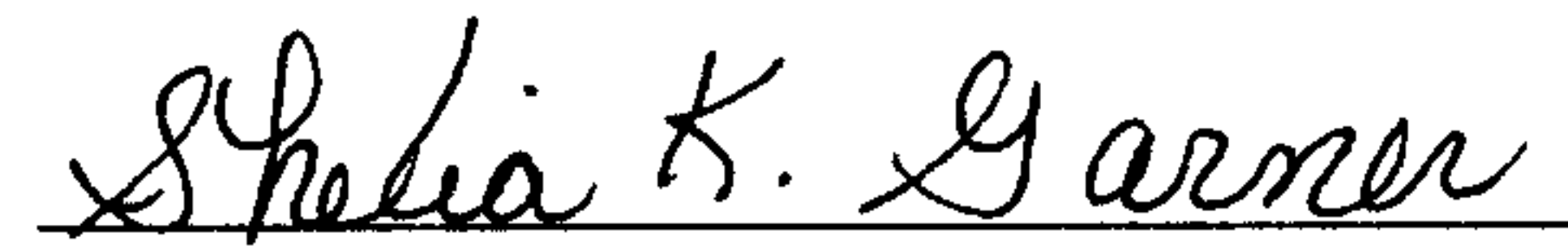
**Commence at the Point of Intersection of the West Line of the NW 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East with the South Line of Alabama Highway No. 25; Thence Run East along the South Right of Way for 420 feet; Thence Run South Along the East boundary of the property conveyed to Nora Whatley by Deed Recorded in Deed Book 186 Page 454 in the Office of the Judge of Probate of Shelby County, Alabama for 480 feet to the Point of beginning; thence continue along the last described course for 210.11 feet; thence turn an angle to the left of 86 degrees 52 minutes 31 seconds and run East for 149.78 feet to a point on the West right of way of Murray Drive; thence turn and angle to the left of 93 degrees 47 minutes 27 seconds and run North along the West Right of Way for 209.82 feet; thence turn an angle to the left of 86 Degrees 02 Minutes 30 Seconds and run West for 147.37 feet to the point of beginning. Contains 0.7148 Acres, More or Less.**

1. Subject to Ad Valorem taxes, easements and restrictions of record.
2. A purchase money mortgage in the amount of \$18,800.00 is recorded simultaneously herewith.
3. Subject to Easements, reservations, restrictions, protective covenants, rights of way, conditions and building setback lines or record, it any.
4. *Transfer of one (1) 1983 River Oaks; R 0006622 to Grantees.*

To Have and To Hold, the aforegranted property together with all and singular the improvements thereon and the rights and appurtenances thereto in anywise belonging to the said Grantees during their joint lives and upon the death of either of them, then the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, and its purchasers or assigns, Grantors hereby covenants with the said Grantees and its purchasers or assigns, that Grantors is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that it has a good right to sell and convey the same to the said Grantees herein, and that Grantors will warranty and defend the premises to the said Grantees and its purchasers or assigns, against the lawful claims and demands of all persons claiming the same by, through, or under Grantors.

Given under our hand and seal this 10<sup>th</sup> day of June, 2008.

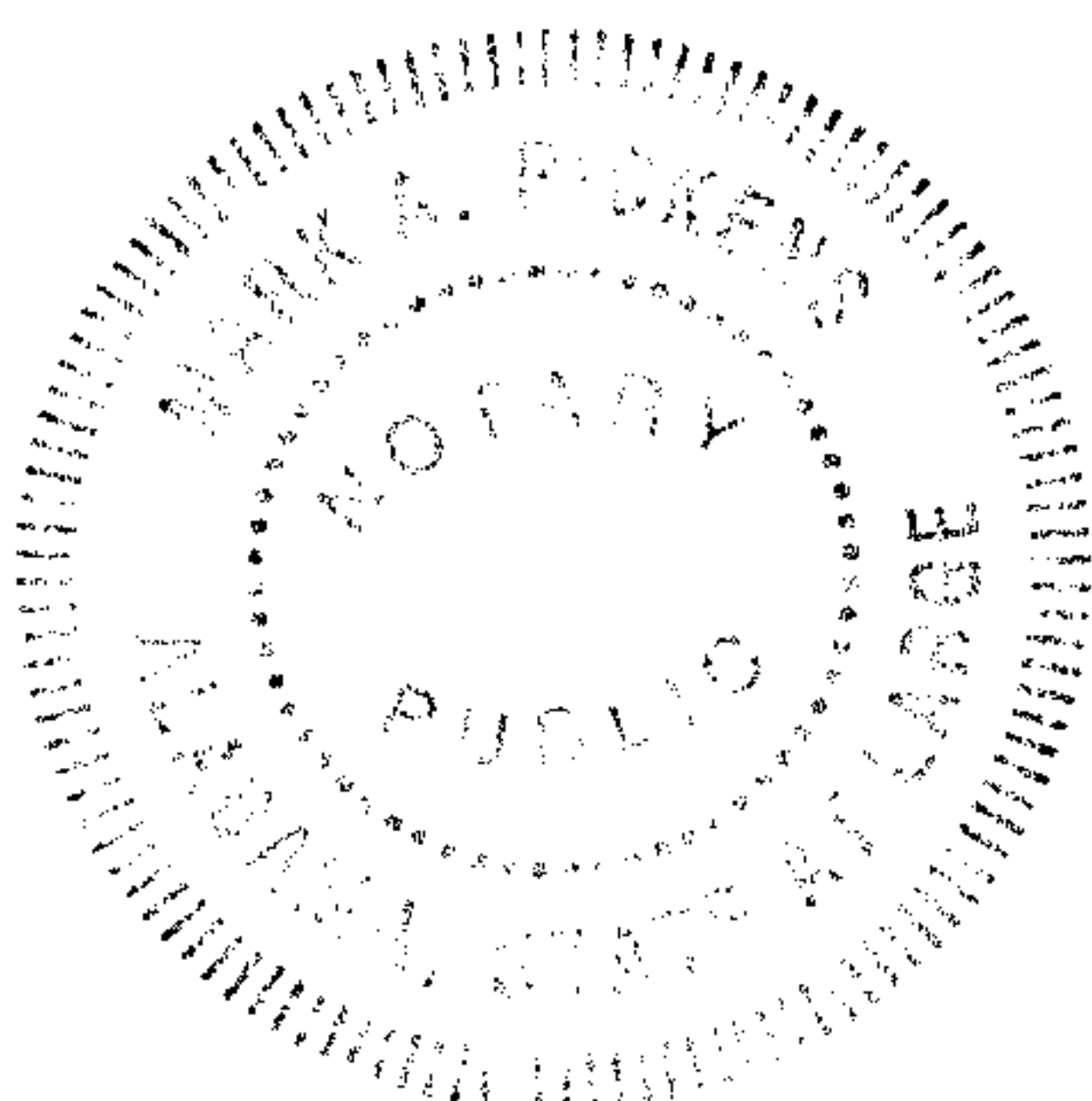
  
James E. Garner

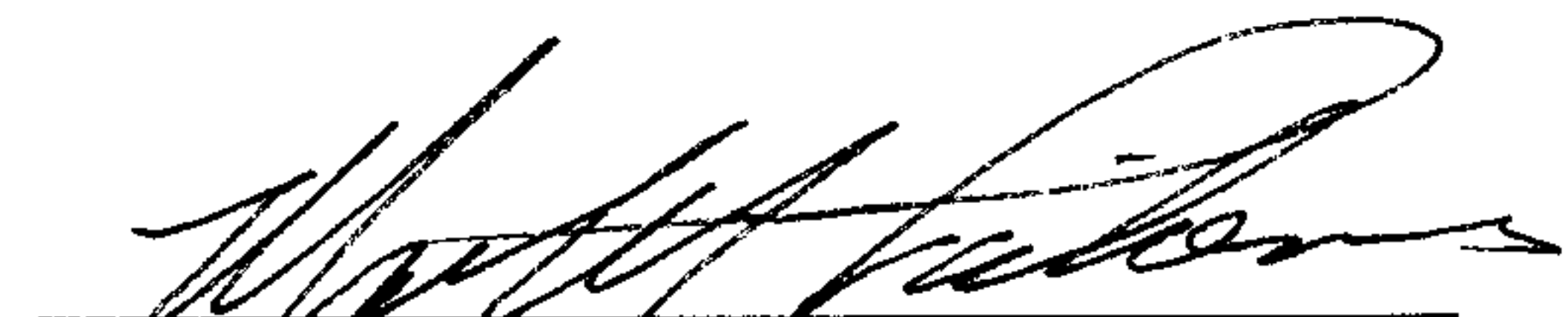
  
Shelia K. Garner

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that James E. Garner and wife Shelia K. Garner, who 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 seal this 10<sup>th</sup> day of June, 2008.



  
Notary Public  
My Commission Expires: 1-22-2009  
Mark A. Pickens, Attorney at Law  
P. O. Box 59372  
Birmingham, Alabama 35259