20081107000433220 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 11/07/2008 12:54:27PM FILED/CERT

## STATEMENT OF LIEN

STATE OF ALABAMA COUNTY OF SHELBY	All self mue Hen
J-Seriace Cov Frankl-Hendows Pr	esident, who has personal knowledge of the facts herein set forth:
That the said	Dames Russell Coston, Lot 8
Survey of Combridge Page 99	Point, 2 rd Scotor, Map Book 17,
The lien is claimed, separately and the said land.	and severally, as to both the building and improvements thereon,
That said lien is claimed to see beginning on theday of actually incorporated in said property.	cure and indebtedness of \$ $\frac{370}{100}$ , with interest for materials, labor and or services
The name of the owner or prop	prietor of said property is <u>James Russell Coston</u>
	By:

Before me, the undersigned, a Notary Public in and for said county, State of Alabama, personally appeared , President of who being duly sworn, deposes and says that he or she has personal knowledge of the facts set forth in the foregoing Statement of Lien, and that the same are true and correct to the best of his or her knowledge and belief.

Sworn to and subscribed before me on this the 274 day of August, 2008.

Notary Public

My Commission Expires:

President

27118 instrument was prepared by

Courtney Mason & Associates PC 1904 Indian Lake Drive, Ste 100 Birmingham, Alabama 35244

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CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED & NO/100----(\$118,700.00) DOLLARS to the undersigned grantor, Carter Homes & Development, Inc. a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto James Russell Coston and wife, Robin Hightower Coston (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama:

Lot 8, according to the Survey of Cambridge Pointe, 2nd Sector, as recorded in Map Book 17 page 99 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$112,750.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 128 Cambridge Lane Alabaster, Alabama 35007

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to 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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its President, Kenneth Carter, who is authorized to execute this conveyance, hereto set its signature and seal, this the 7th day of March, 1996.

> Carter Homes & Development, Inc. Kenneth Carter, President

Inst # 1996-07906 % D3/11/1956-0300 10:33 AM CERTIFIED SHELDY COUNTY JUNCE OF PROBATE 14.30 DOI SMA

STATE OF ALABAMA COUNTY OF SHELBY COUNTY

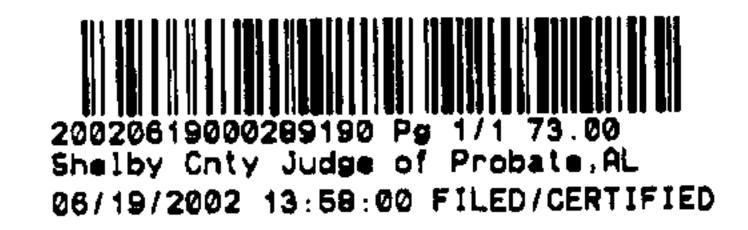
TO THE PARTY OF TH

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Kenneth Carter whose name as the President of Carter Homes & Development, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th of March, 1996

Notary Public

COURTNEY H. MASON, JR. MY COMMISSION 3/5/99



## WARRANTY DEED

STATE OF ALABAMA ) COUNTY OF SHELBY )
KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of 62,000.00 paid by James Russell Coston
to Pam Walker, Married but not
joined by spouse  (hereinafter called "Grantor"), receipt whereof is acknowledged, the said Grantor does hereby grant,
bargain, sell and convey unto the said James Russell Coston  (hereinafter called "Grantee"), all right, title, interest and claim in or to the following described real estate  lying and being situated in Shelby County, Alabama, to-wit:
Lot 16, according to the Survey of High Hampton Sector 4, as recorded in Map Book 26, Page 47, in the Probate Office of Shelby County, Alabama.  20081107000433220 3/3 \$17.00 Shelby Cnty Judge of Probate, AL Shelby Cnty Judge of Probate, AL 11/07/2008 12:54:27PM FILED/CERT
Described property was not the homestead of the Grantor nor will it be the homestead of the Grantee. Described property is vacant land.
Subject to taxes for the year 2002 and subsequent years, easements, restrictions, reservations, reservations, rights-of-way, limitations, covenants and conditions of record, if any, and mineral and mining rights, if any.
$\frac{-0-}{}$ of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.
This instrument is executed without warranty or representation of any kind on the part of the undersigned, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.  This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its individual or corporate capacity, and the undersigned expressly limits its liability hereunder to the property now or hereafter held by it in the representative capacity named.
IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s), this the  14 day of, 20_02
Pan Walket
Grantor
STATE OF ALABAMA ) COUNTY OF SHELBY )
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  Pam Walker, Married but not joined by spouse  whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily.
Given under my hand and official scal this 14 day of June, 20 02.
Notary Public  Commission Expires: 02/25/05
THIS INSTRUMENT PREPARED BY: SEND TAX NOTICES TO:

THIS INSTRUMENT PREPARED BY: Kevin Hays and Associates, P.C. 100 Concourse Parkway, Suite 101 Birmingham, Alabama 35244

James Russell Coston 128 Cambridge Lane Alabaster, AL 35007