

This Instrument Prepared By:  
James F. Burford, III  
1318 Alford Avenue, Suite 101  
Birmingham, AL 35226

Send Tax Notice To:  
**HOWARD WISE**  
**425 MICHAEL LANE**  
**BIRMINGHAM, AL 35213**

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS**

STATE OF ALABAMA       )  
SHELBY COUNTY        )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, I, Randall H. Goggans and wife, Holly H. Goggans (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Howard Wise and Emily R. Wise (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, to-wit:

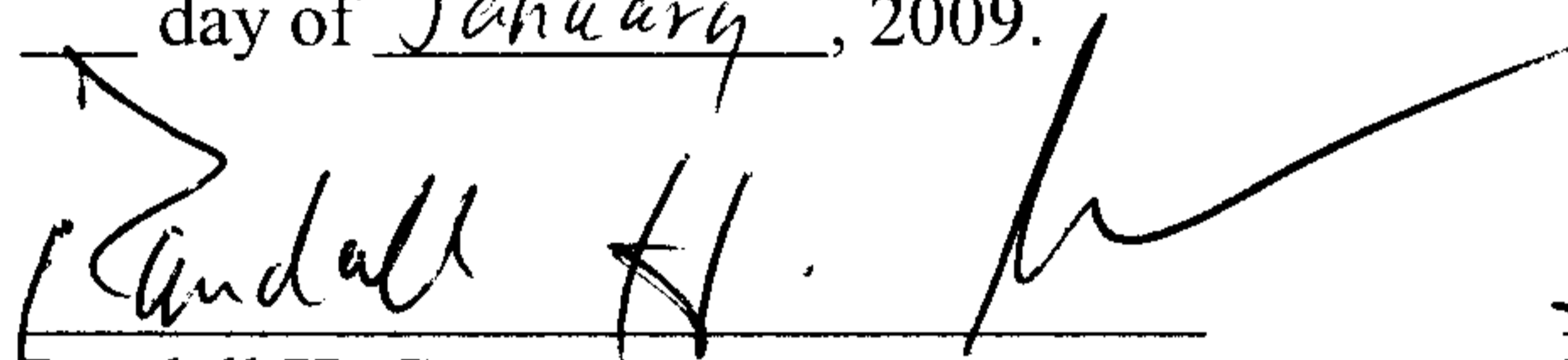
Described on Exhibit A attached hereto and incorporated by reference herein.


**SUBJECT TO:** (1) Taxes due in the year 2009 and thereafter; (2) Easements, restrictions and rights of way of record; (3) Mineral and mining rights not owned by Grantors; (4) Rights of others to the use of ponds and/or lake; (5) All matters involving Lake Woodmere, Inc.; (6) Matters shown on survey of Engineering Design Group, LLC dated January 20, 2009; (7) Letter from J. Thomas Holton dated January 22, 2009.

**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 we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the undersigned, has hereunto set his hand and seal, this the 29<sup>th</sup> day of January, 2009.

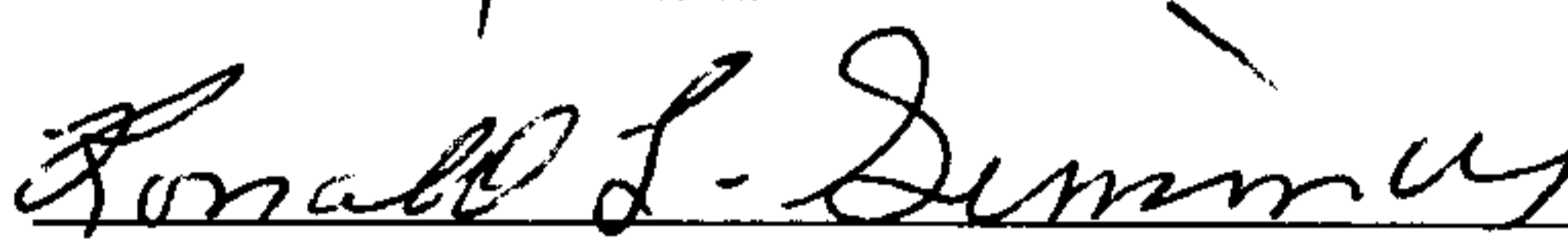
  
Randall H. Goggans

  
Holly H. Goggans

STATE OF ALABAMA       )  
COUNTY OF Shelby        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans and wife, Holly H. Goggans, whose names are 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29<sup>th</sup> day of January, 2009.

  
Notary Public

My Commission Expires: My Commission Expires 3/18/2012


  
20090129000028330 1/6 \$1526.00  
Shelby Cnty Judge of Probate, AL  
01/29/2009 10:42:54AM FILED/CERT

EXHIBIT 'A'  
GOOGANS TO WISE

*First American Title Insurance Company*

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**  
(continued)

File No. 159843

**LEGAL DESCRIPTION**

Two parcels of land situated in Section 11, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

**PARCEL I**

BEGIN at a pine knot in a rock pile found at the SW corner of the NE 1/4 of the SE 1/4 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama and the NE corner of lot 2-B of Resurvey of Lot 2 Bana Creek Estates as recorded in map book 25 page 21 in the Office of the Judge of Probate in Shelby County, Alabama; thence S88°27'15"E along the south line of said 1/4-1/4 section, a distance of 1,270.14' to a #5 rebar capped RCFA found at the westerly right-of-way of Shelby County Hwy. 331; thence N00°14'36"E along said right-of-way and leaving said 1/4-1/4 line, a distance of 1,080.87' to a #5 rebar capped RCFA found to the point of curve of a non tangent curve to the left, having a central angle of 01°04'12" and a radius of 12,540.10', said curve subtended by a chord bearing N00°16'21"W and a chord distance of 234.21'; thence northerly along the arc and along said right-of-way, a distance of 234.21' to a #5 rebar capped RCFA found to the point of curve of a non tangent curve to the left, having a central angle of 18°30'59" and a radius of 1,260.00', said curve subtended by a chord bearing N10°55'36"W and a chord distance of 405.43'; thence northerly along the arc and along said right-of-way, a distance of 407.20' to a #5 rebar capped RCFA found; thence S31°38'16"W, leaving said right-of-way, a distance of 72.72' to a #5 rebar capped RCFA found; thence S51°29'14"W, a distance of 148.98' to a #5 rebar capped RCFA found; thence S44°16'43"W, a distance of 322.10' to a #5 rebar capped RCFA found; thence N88°25'03"W, a distance of 797.15' to a 1" open pipe found at the NW corner of said 1/4-1/4 section; thence N00°24'41"W, a distance of 222.71' to a #5 rebar capped RCFA found; thence N57°10'01"W, a distance of 84.41' to a #5 rebar capped RCFA found; thence N27°47'40"W, a distance of 158.43' to a #5 rebar capped RCFA found; thence N33°49'43"E, a distance of 255.08' to a #5 rebar capped RCFA found; thence N00°23'43"W, a distance of 730.53' to a 3/4" rebar found at the NE corner of the SW 1/4 of the NE 1/4 of said section; thence N86°53'42"W along the north line of said 1/4-1/4 section, a distance of 1,339.78' to the NW corner of said 1/4-1/4 section, said point lies inside Bounds Lake; thence S00°27'31"E along the west line of said 1/4-1/4 section, a distance of 1,385.78' to a 1" open pipe in a rock pile found at the NW corner of the NW 1/4 of the SE 1/4 of said section; thence S00°13'07"W along the west line of said 1/4-1/4 section, a distance of 1,318.77' to a 1/2" rebar in rock pile found at the SW corner of said 1/4-1/4 section and a point on the north line of said lot 2-B; thence S88°29'42"E along the south line of said 1/4-1/4 section and the north line of said lot 2-B, a distance of 1,321.77' to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

**PARCEL II**

Lot 2-B, according to a Resurvey of Lot 2, Bana Creek Estates, as recorded in Map Book 25 page 21 in the Office of the Judge of Probate in Shelby County, Alabama; being situated in Shelby County, Alabama.



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Hu  
ERW

J. Thomas Holton  
402 Office Park Drive, Suite 100  
Birmingham, AL 35233

January 22, 2009

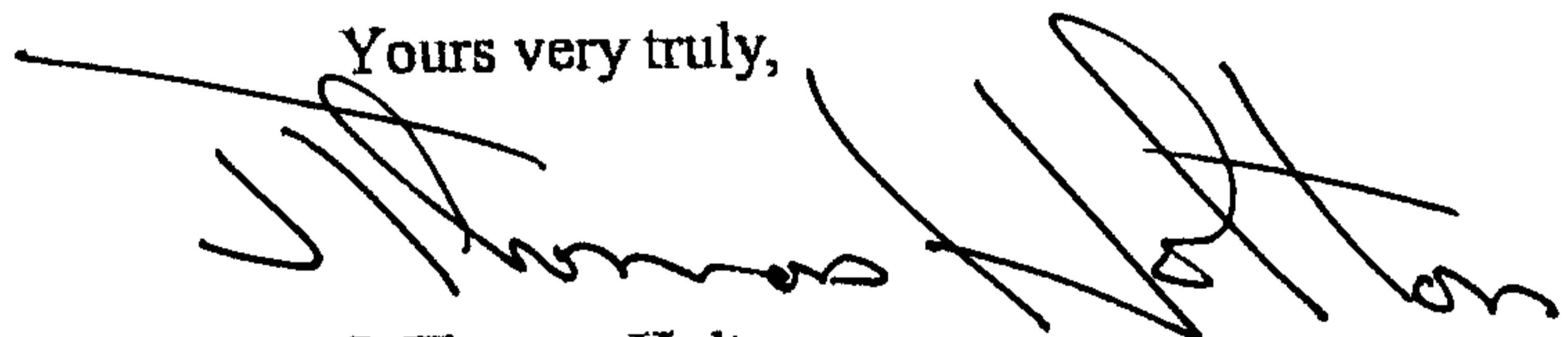
Howard Wise


Dear Howard:

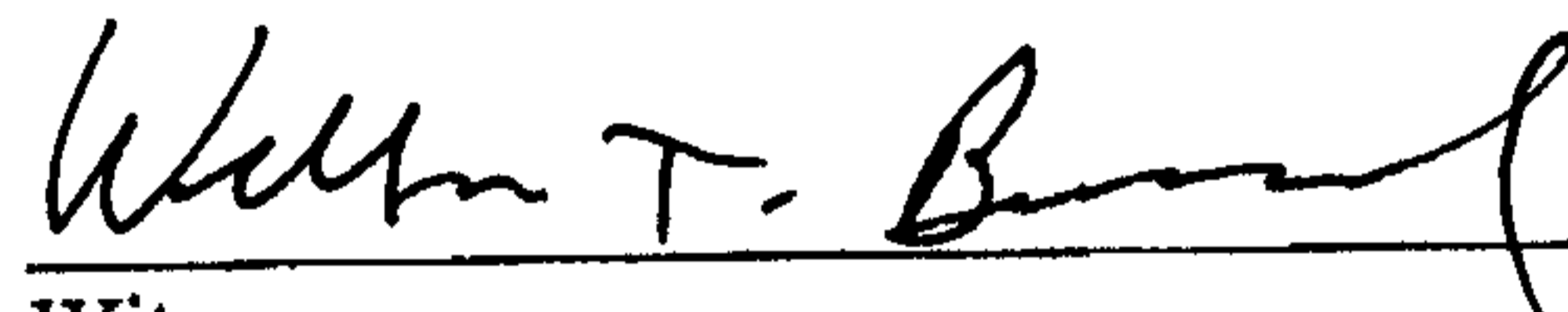
This letter is to acknowledge the letter from Walter Monroe to Randall Goggans and Dottie and Buddy Argo dated September 21, 1999 (copy attached).


I am aware of the Monroe letter to Goggans and Argo and am willing to continue to abide by the agreement as stated therein as I have done since June 12, 2001 after purchasing the Argo property.

Yours very truly,

  
J. Thomas Holton

  
Witness

  
Witness

  
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Shelby Cnty Judge of Probate, AL  
01/29/2009 10:42:54AM FILED/CERT

**WALTER H. MONROE, III**

ATTORNEY AT LAW

P.O. BOX 531031

BIRMINGHAM, ALABAMA 35253-1031

PHONE (205) 871-4044 • FAX (205) 879-9229

September 21, 1999

Mr. Randall Goggins  
100 Applegate Circle  
Pelham, Alabama 35124

Dottie and Buddy Argo  
Post Office Box 1870  
Columbiana, Alabama 35051



20090129000028330 4/6 \$1526.00  
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Dear Dottie, Buddy and Randy:

You have asked me to assist each of you to confirm the understandings which have been reached with regard to construction of a boathouse at Lake Woodmere by Randy on property owned by Buddy and Dottie which lies under Lake Woodmere.

Buddy and Dottie have expressed their willingness to allow Randy to construct a boathouse on their property lying under Lake Woodmere provided the boathouse is constructed in accordance with requirements of the Lake Woodmere, Inc., and further provided, that if the lake is ever drained or abandoned, the boathouse will be removed. Randy has confirmed that prior to any construction of the boathouse he will have the plans for that boathouse reviewed and approved by the officers and directors of Lake Woodmere, Inc., and that if the lake is ever drained or abandoned the boathouse will be removed. The boathouse will be located at the location on the map attached to this letter. This location has been agreed upon by each of the parties. Based upon these understandings among Dottie, Buddy and Randy, I believe there is sufficient agreement to allow for Randy to move forward and begin construction of his boathouse.

If each of you concur with these agreements, please so signify by signing your name in the space provided below. Please return the original of this letter to me in the enclosed self addressed envelope. I will furnish you fully signed copies of this letter upon receipt by me of a signed letter from each of you.

Randall Goggins  
Buddy and Dottie Argo  
September 20, 1999  
Page 2

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Thank you for allowing me to be of service to you in assisting in resolution of this matter.

Yours Very Truly,

  
WALTER H. MONROE, III


WHM, III/imj  
Enclosure(s)

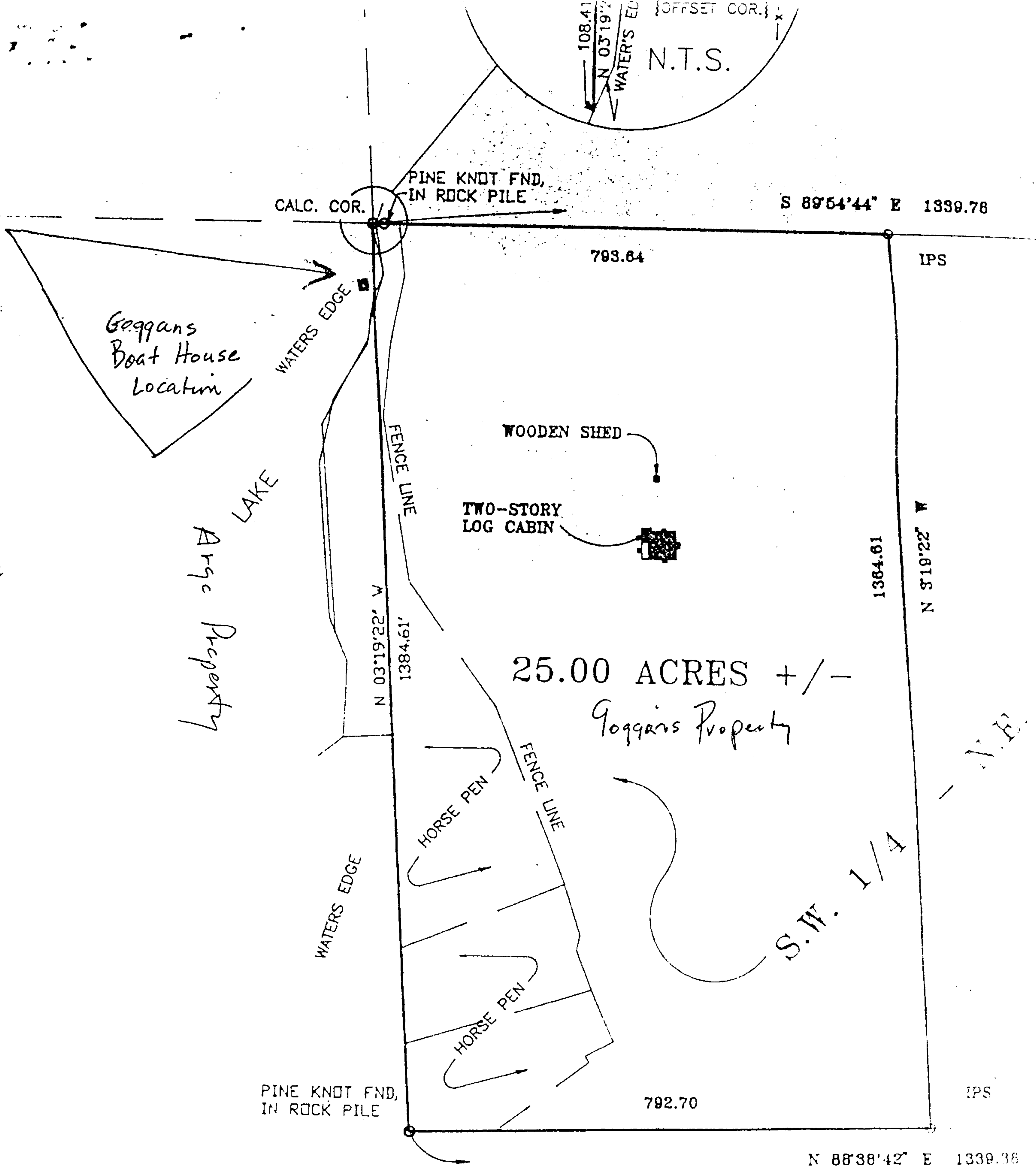
ACCEPTED:

  
Randall Goggins

  
Buddy Argo

  
Dottie Argo

  
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