

THIS INSTRUMENT PREPARED BY:
D. Barron Lakeman & Associates, LLC
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244
STATE OF ALABAMA)

GRANTEE'S ADDRESS:
Timothy C. Gully
2794 Acton Place
Birmingham, AL 35243

JOINT SURVIVORSHIP DEED

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Seventy One Thousand Four Hundred Fifty and 00/100 (\$171,450.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS, **Timothy C. Gully and wife Alyson H. Gully and John M. Morrison and wife, Anniece S. Morrison as Tenants in Common with 25% interest each** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEES, **Timothy C. Gully and Alyson H. Gully, 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 reversion, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

See legal description attached as Exhibit "A"

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

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 GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are 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 GRANTORS will, and GRANTORS' 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 GRANTORS have hereunto set their hands and seals this the 4th day of February, 2009.

20090209000042400 1/2 \$187.50
Shelby Cnty Judge of Probate, AL
02/09/2009 12:36:13PM FILED/CERT

Shelby County, AL 02/09/2009
State of Alabama

Deed Tax: \$171.50

John M. Morrison
John M. Morrison

Anniece S. Morrison
Anniece S. Morrison

Timothy C. Gully
Timothy C. Gully

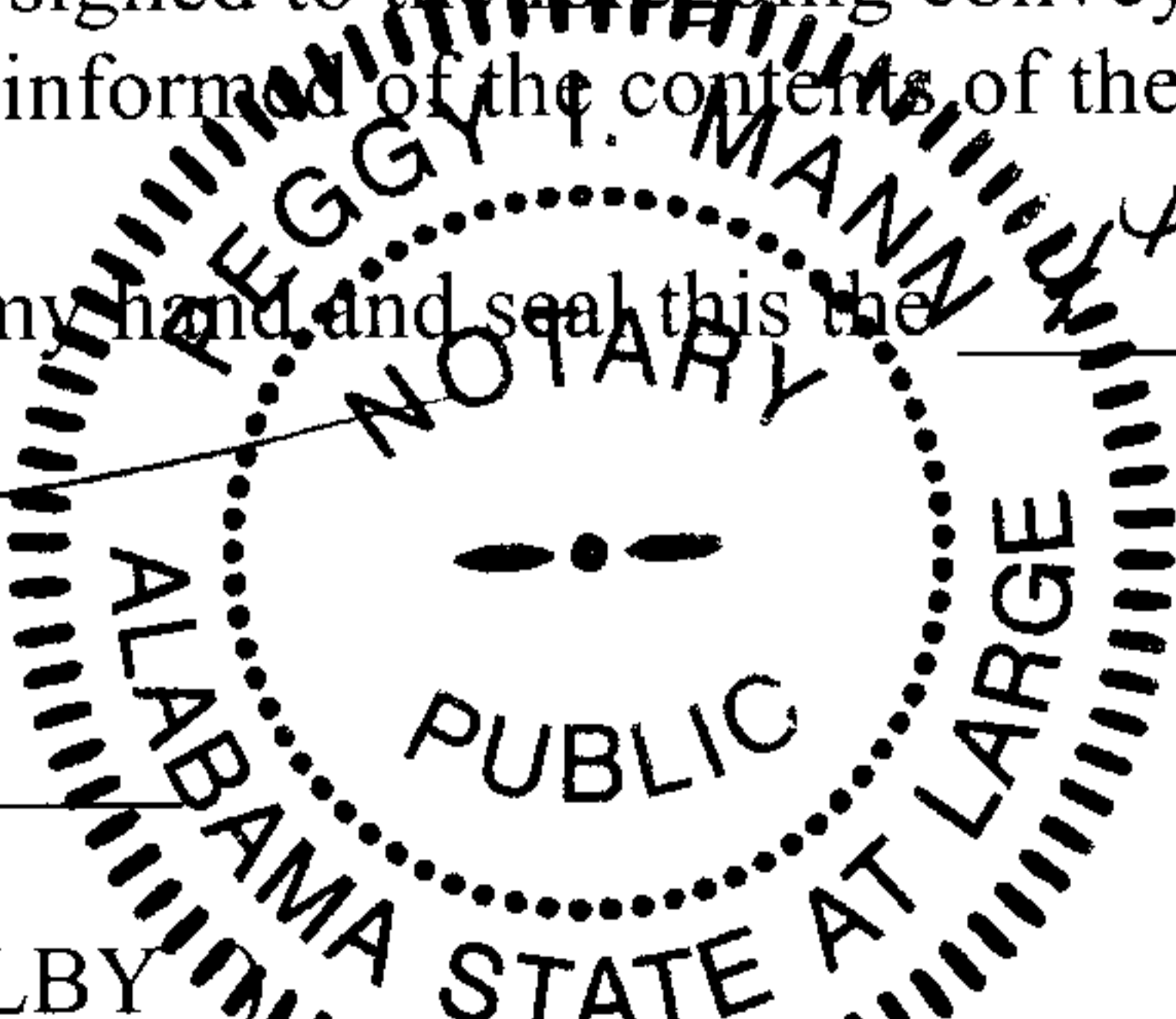
Alyson H. Gully
Alyson H. Gully

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that John M. Morrison and Anniece S. Morrison, husband 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 Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 4th day of February, 2009.

NOTARY PUBLIC
My Commission Expires: 2-5-11



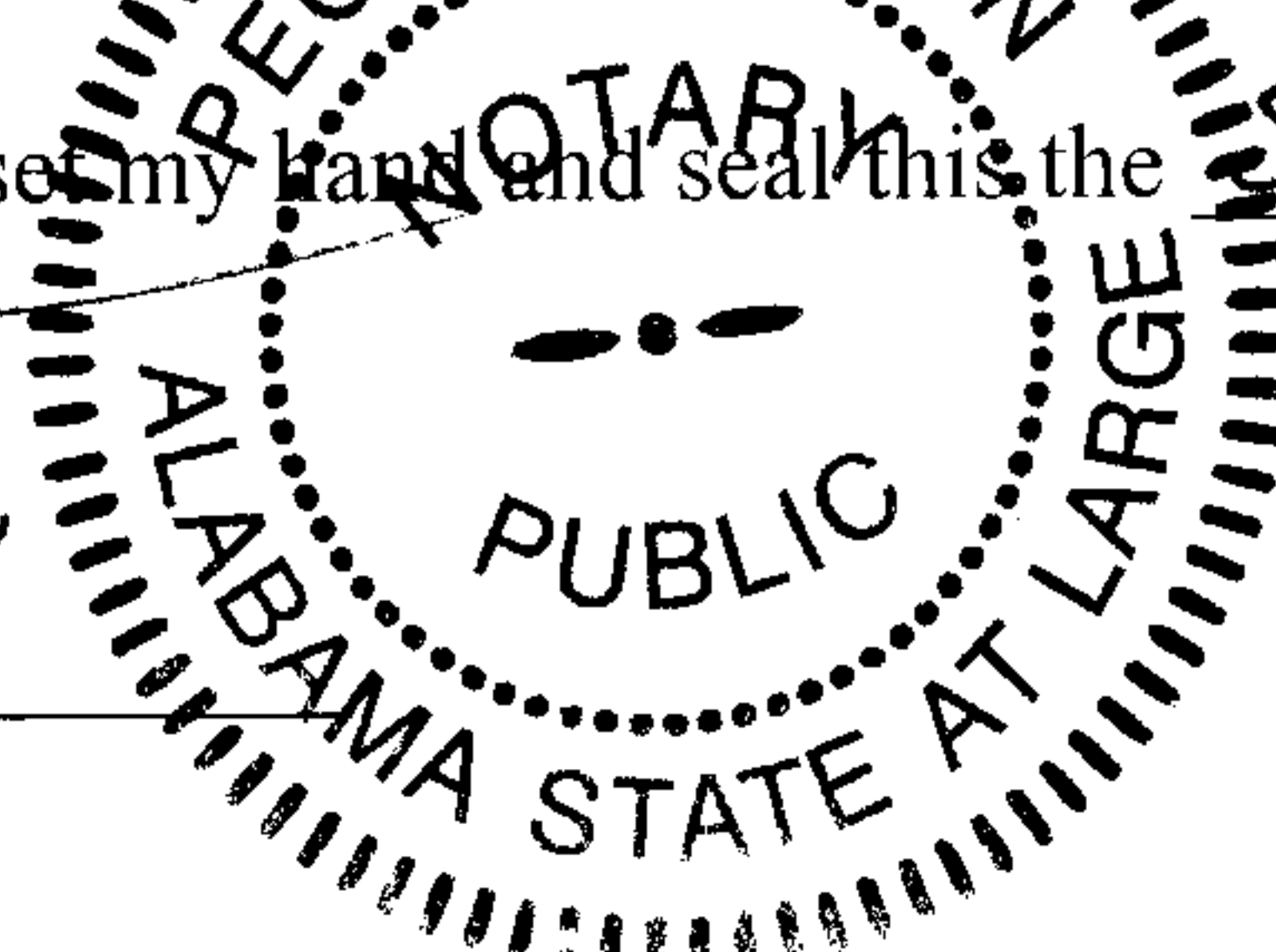
PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011

STATE OF ALABAMA) COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Timothy C. Gully and Alyson H. Gully, husband 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 Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 4th day of February, 2009.

NOTARY PUBLIC
My Commission Expires: 2-5-11



PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011

Exhibit "A"

Lot 18A, according to the Survey of Perkins Landing, Sector 1 & 2, a condominium, as established by that certain Declaration of Condominium as recorded in Instrument #2000-24647 and First Amendment recorded by Instrument 20040924000528930 and Articles of Incorporation of Perkins Landing Residential Association, Inc., as recorded in Instrument #2000-24648 in the Probate Office of Shelby County, Alabama together with an undivided interest in the common elements of Perkins Landing Sectors 1 & 2, a condominium as set out in the Declaration of Condominium and according to the Survey of Perkins Landing Sectors 1 & 2, a condominium recorded in Map Book 27, Page 33, and that certain resurvey of Lots 14, 15, 28, 29 and common area E as recorded in Map Book 27, Page 130, in the Probate Office of Shelby County, Alabama and that certain resurvey of Lots 16, 17 and 18, according to the Final Plat of Perkins Landing Sectors 1 & 2, a condominium, as recorded in Map Book 34, Page 6, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

*Jan
Em
RAG*

3500 Colonnade Parkway, Suite 350 * Birmingham, AL 35243 * (205) 328-8020



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Shelby Cnty Judge of Probate, AL
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