20060309000112170 1/2 $15.00
Shelby Cnty Judge of Probate,AL
03/09/2006 03:35:33PM FILED/CERT

This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
1432 Stoneykirk Road
Pelham, Alabama 35124

STATE OF ALABAMA
COUNTY OF SHELBY

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP WARRANTY DEED

Know All Men by These Presents: That in consideration of **THREE HUNDRED NINETY EIGHT THOUSAND TWO HUNDRED NINE AND NO/100 DOLLARS ($398,209.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **LOWERY HOMES, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **ROBERT B. HUGHES, III AND PAULA M. HUGHES** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 476, according to the survey of Stoneykirk at Ballantrae, Phase III, as recorded in Map Book 35 Page 11 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:
(1) Taxes or assessments for the year 2006 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Building setback line of 25 feet reserved from Stoneykirk Road as shown by recorded plat; (b) Utility easements as shown by recorded plat, including 5 foot easement within the building setback line along Stoneykirk Road; (c) Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20050419000206830 in said Probate Office; (d) Articles of Incorporation of Ballantrae Residential Association, Inc. recorded in Inst. #20050502000209350, in Probate Office; (e) Covenant for Storm Water Runoff as recorded in Inst. 20050004000395850 in the Probate Office; (f) Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed recorded in Inst. #2005004000395850 in said Probate Office; (g) Restrictions, covenants, and conditions as set out in Map Book 35, page 11, in Probate Office.

$398,209.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to 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 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 grantees, and, if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Incorporation and Bylaws of Lowery Homes, Inc., which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

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In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 3rd day of March, 2006.

Lowery Homes, Inc.

By: _____
John Lowery
It's: President

(SEAL)

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **JOHN LOWERY**, whose name as **PRESIDENT** of **LOWERY HOMES, INC.** 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 3rd day of March, 2006.

_____
Notary Public

(SEAL)

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008