20060828000422900 1/2 $89.00
Shelby Cnty Judge of Probate,AL
08/28/2006 02:01:27PM FILED/CERT

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

Send tax notice to:
136 Lauchlin Lane
Pelham, Alabama 35124

STATE OF ALABAMA
COUNTY OF SHELBY

JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **TWO HUNDRED NINETY NINE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($299,560.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **THE LORRIN GROUP, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **JAMES D. WITHERINGTON AND GINGER WITHERINGTON** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1110, according to the survey of Lauchlin at Ballantrae, Phase I, as recorded in Map Book 35 page 10 in the Probate Office of Shelby County; 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 35 feet reserved from Lauchlin Lane, as shown by plat; (b) Public utility easements as shown by recorded plat, including an irregual easement; (c) Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20050520000246230 and Inst. No. 2005-38336 in said Probate Office; (d) Articles of Incorporation of Homeowners Association recorded as Inst. No. 2003-66776 in Probate Office; (e) Restrictions, limitations and conditions as set out in Map Book 35 Page 10 in said Probate Office; (f) Covenant for storm water runoff, as shown in Inst. No. 20050718000355870 IN Probate Office; (g) Release of damages and certain conditions as set out in Inst. No. 20050718000355870 in Probate Office; (h) Easement and agreement with the City of Pelham recorded in Inst. No. 2005-20929 in Probate Office.

$225,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, with rights of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created or severed 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.

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such

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inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

The grantor covenants and agrees 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.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 22nd day of August, 2006.

Lowery Homes, Inc.

By: _____ **(SEAL)**
John Lowery
Its: President

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 22 day of August, 2006.

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

(SEAL)

_____
Notary Public

Shelby County, AL 08/28/2006
State of Alabama

Deed Tax:$75.00