

**WARRANTY DEED**

THIS INDENTURE, made and entered into on this the 26th day of November, 2003, by and between LOWERY HOMES, INC. as Grantor; and ALAN P. TANNER and DORANN S. TANNER, husband and wife, as Grantees;

WITNESSETH:

For and in consideration of the sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00) DOLLARS, cash, in hand paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, the Grantor has granted, bargained and sold and does by these presents grant, bargain, sell and convey unto the Grantees, for and during their joint lives as joint tenants 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 property situated, lying and being in the County of Shelby and State of Alabama, to-wit:

Lot 24, according to the Final Plat of Park Forest Village, as recorded in Map Book 31 Page 51 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT, HOWEVER, TO ANY AND ALL OF THE FOLLOWING: easements, reservations, restrictions and rights-of-way heretofore filed and of record; mineral and mining rights heretofore reserved and not owned by Grantor; rights of parties in possession, matters not of record which would be disclosed by an accurate survey and inspection of the property, and underground easements or other uses of subject property not visible from the surface.

TO HAVE AND TO HOLD, to the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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 will forever warrant and defend the title to the same and the possession thereof unto the Grantees, their heirs and assigns, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the day,  
month and year first hereinabove written.

Lowery Homes, Inc.

By: [Signature] (SEAL)  
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 SEAL on this the 26th day of November, 2003.

Notary Public: [Signature] (SEAL)

My Commission Expires: MY COMMISSION EXPIRES MARCH 1, 2004

This Instrument Was Prepared By:  
Harry Gamble, III  
Attorney at Law  
4290 Hwy 52, Suite G  
Helena, Alabama 35080

[The preparation of this document does not constitute an examination of title as to the property described  
herein. The above attorneys have made no such title examination unless reflected by separate documents  
signed by such attorneys.]

GRANTEE'S ADDRESS:  
509 Park Forest Village  
Alabaster, Alabama 35007