


This Instrument Prepared By:
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Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
DAVID WILLINGHAM
192 WOODBURY DR.
STORMT AL.
' 35147

STATUTORY JOINT TENANCY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20040521000269080 Pg 1/1 12.00
Shelby Cnty Judge of Probate, AL
05/21/2004 09:01:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One hundred sixty-five thousand and No/100 Dollars (\$165,000.00), 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, Farmer Development, LLC, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto David D. Willingham and Tonya S. Piper, (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:

Lots 1 (Lot 1) & and Lot 2 (Lot 2) according to the survey of Shire Valley Farms Addition, as recorded in Map Book 33, Page 44, Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2004 and thereafter; (2) Easements, restrictions, reservations and rights-of-way of record (see note below); (3) Mineral and mining rights not owned by the Grantor.

NOTE: By virtue of the authority reserved by Grantor herein as the Developer of Shire Valley Farms as set forth in Declaration of Restrictive Covenants for Shire Valley Farms as recorded in Instrument Number 20030516000307910, Probate Office of Shelby County, Alabama (the Covenants), Grantor as Developer hereby expressly exempts Lot 1 from all requirements of the Covenants with the exception of the land use requirements appearing in Article II of the Covenants, the building requirements appearing in Article III of the Covenants and the Architectural Review Committee appearing in Article IV of the Covenants. All other provisions of the Covenants are inapplicable to Lot 1 including, without limitation, the requirement that the Owner of said Lot 1 become a member of Shire Valley Farms Homeowners Association, Inc. Notwithstanding the foregoing, it is expressly understood that all provisions of the Covenants and the aforesaid homeowners association shall apply to Lot 2.

The entire consideration recited herein was derived from a mortgage loan closed simultaneously with the delivery of this Deed.

Connor Farmer as Sole Member of the Grantor has full power and authority to execute this instrument. The undersigned further states that his execution of this instrument is in compliance with the Articles of Organization of the Grantor and that there does not exist an Operating Agreement for the Grantor inasmuch as the Grantor is a single member LLC. The Articles of Organization for the Grantor appearing for record with the Probate Office of Shelby County, Alabama have not been modified or amended.

Grantor represents and warrants that there are assessments due any governmental or quasi governmental entity including, without limitation, the City of Chelsea, Alabama or Shire Valley Homeowners Association, Inc.

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.

IN WITNESS WHEREOF, the undersigned, has hereunto set their hand and seal, this the 12th day of May, 2004.

Farmer Development, LLC

By: 

Connor Farmer

Its: Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Connor Farmer as Sole Member of Farmer Development, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of May, 2004.


Notary Public

My Commission Expires: 3.1.06