

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Audrey R. Channell
4049 Grove Park Circle
Birmingham, AL 35242

STATE OF ALABAMA

)

GENERAL WARRANTY DEED

COUNTY OF SHELBY

)

275,000⁰⁰

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Ten And No/100 Dollars(\$10.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **New Haven Homes, LLC, An Alabama Limited Liability Company** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Audrey R. Channell**, (hereinafter referred to as GRANTEE), her heirs and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 1127, according to the Map of Highland Lakes, 11th Sector, an Eddleman Community, as recorded in Map Book 27, Page 84 A, B, C & D, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 11th Sector, recorded as Instrument No. 2000-41316 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Subject To:

Ad valorem taxes for 2004 and subsequent years not yet due and payable until October 1, 2004. Existing covenants and restrictions, easements, building lines and limitations of record.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This Instrument is executed as required by the Articles of organization and operational agreement of said LLC and same have not been modified or amended.

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 GRANTEE, her heirs and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR is 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 GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the **30th** day of **September**, 2004.


New Haven Homes, LLC

Clarence "Clay" Channell, III, Member

STATE OF ALABAMA

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COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Clarence "Clay" Channell, III, whose name as Member of New Haven Homes, LLC, an Alabama limited liability company, 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 the Instrument, he, as such Member and with full authority, signed the same voluntarily for and as the act of said limited liability company acting in its capacity as Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 30th day of September, 2004.


NOTARY PUBLIC

My Commission Expires:

9/29/06

CLAYTON T. SWEENEY, ATTORNEY AT LAW