

This instrument was prepared by:
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4290 Hwy 52, Suite G
Helena, Alabama 35080

Send tax notice to:
104 Maximillion Drive
Madison, AL 35758

**STATE OF ALABAMA
COUNTY OF SHELBY**

WARRANTY DEED

Know All Men by These Presents: That in consideration of **EIGHTY FIVE THOUSAND NO/100 DOLLARS (\$85,000.00)** 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 **MARK S. BOURGOIN AND PAMELA BOURGOIN**, (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 711, according to the survey of Kilkerran, Phase 1, as recorded in Map Book 33 Page 93 and Map Book 33 Page 99 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

- 1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2) Rights or claims of parties in possession not shown by the public records.
- 3) Easements, or claims of easements, not shown by the public records.
- 4) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 5) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6) Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
- 7) Taxes or special assessments which are not shown as existing liens by public records.
- 8) Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
- 9) General and special taxes or assessments for 2005 and subsequent years not yet due and payable.
- 10) Building setback line of 35 feet reserved from Kilberry Way, as shown by plat.
- 11) Public utility easements as shown by recorded plat, including a 5 foot easement within the building setback line.
- 12) Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20040707000374760 in said Probate Office
- 13) Restrictions, limitations and conditions as set out in Map Book 33 Pages 93 and 99 in said Probate Office.
- 14) Covenant for storm water runoff recorded in Instrument No. 2004-46525 in Probate Office.
- 15) Articles of Incorporation of Ballantrae Residential Association, Inc. recorded in Inst. No. 2003-66776 in Probate Office.
- 16) Release of damages and certain condition, all as set out in detail in Inst. No 20040819000465252 in Probate Office.

\$85,000.00 of the consideration recited herein is from the proceeds of a purchase money mortgage.

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 will forever warrant and defend that title to the same and that the possession thereof unto the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 18th day of February, 2005.

By: Lowery Homes, Inc. (SEAL)
John Lowery
It's: 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 18th day of February, 2005.

(SEAL)

M. W. G.
Notary Public
My Commission Expires: 3/1/08