

This instrument was prepared by:  
HARRY W. GAMBLE  
4290 Hwy 52, Suite G  
Helena, Alabama 35080

Send tax notice to:  
895 Meriweather Drive  
Calera, Alabama 35040

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**JOINT SURVIVORSHIP DEED**

Know All Men by These Presents: That in consideration of **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$109,875.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **THE LORRIN GROUP, LLC** herein referred to as grantor, (whether one or more), grant, bargain, sell and convey unto **JEREMEY J. MCMILLAN AND LATASHA N. MCMILLAN** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 9, according to the survey of a Final Plat of The Meadows at Meriweather, Phase 1, as recorded in Map Book 33, Page 69, in the Probate Office of Shelby County, Alabama.

Subject to:

- 1) Rights or claims of parties in possession not shown by the public records.
- 2) Easements or claims thereof, which are not shown by the public records.
- 3) Discrepancies, conflicts in boundary lines, shortage in area, encroachment, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4) Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
- 5) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6) The lien of Ad Valorem taxes for the year 2005 are a lien but neither due or payable until 1 October, 2005.
- 7) Municipal improvements, assessments and fire district dues against subject property, if any.
- 8) 20 foot minimum building line and 8' Utility Easement along Meriweather Drive.
- 9) 20' Easement on rear of said property.
- 10) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indication any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 2004031000314710, in the Probate Office of Shelby County, Alabama.
- 11) Restrictions in favor of Alabama Power Company regarding underground utilities as setforth in Instrument # 20040629000354890 and in Instrument #20040910000506050.
- 12) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights

SUBJECT TO easements, reservations, restrictions and covenants, set back lines and rights of way, if any, of record.

\$109,875.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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 Organization and Operating Agreement of The Lorrin Group, LLC, 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 22<sup>nd</sup> day of February, 2005.

The Lorrin Group, LLC  
By: *John Joseph Bistriz* (SEAL)  
John Joseph Bistriz  
Its: Member

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **John Joseph Bistriz**, whose name as **Member** of **The Lorrin Group, LLC**, 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<sup>nd</sup> day of February, 2005.

(SEAL)

*H. W. C.*  
Notary Public  
My Commission Expires: 3/1/08