

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

Send tax notice to:  
1089 Macqueen Circle  
Helena, Alabama 35080

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**JOINT SURVIVORSHIP DEED**

Know All Men by These Presents: That in consideration of **ONE HUNDRED FIFTY FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$154,900.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **JUSTIN FOBES AND DENISE FOBES, HUSBAND AND WIFE**, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **TIMOTHY SMITH** and **ALEXANDRA SMITH** (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 Brandywine, Second Sector, as recorded in Map Book 7 Page 6 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

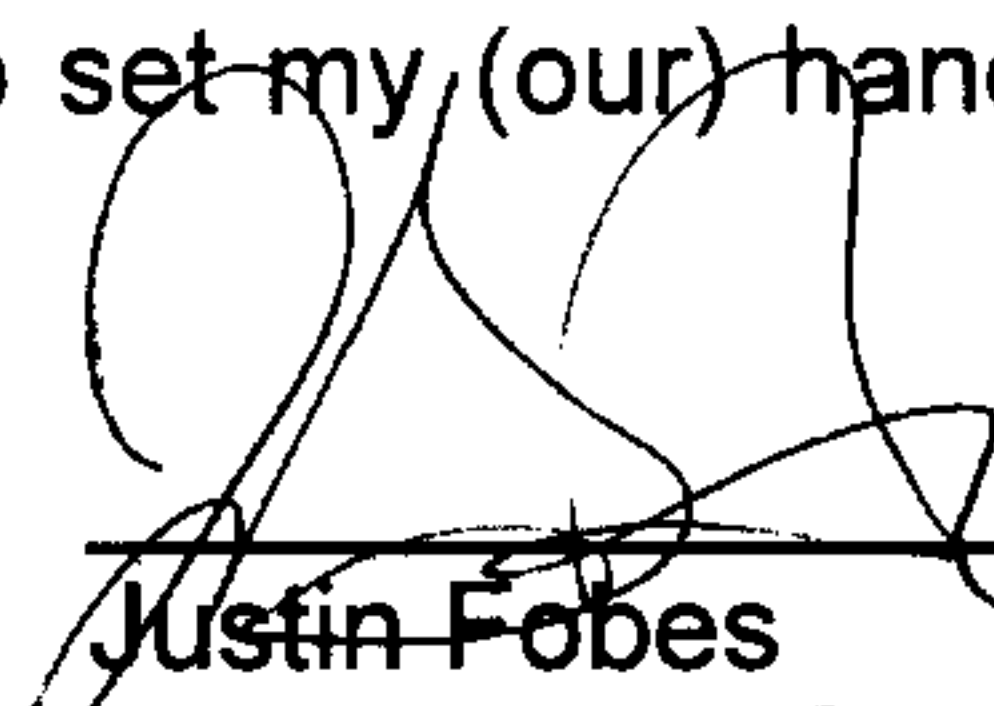
- 1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by 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 and 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 assessments which are not shown as existing liens by either the 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 taxed or assessments for 2005 and subsequent years not yet due and payable.
- 10) Building set back line of 40 feet from Macqueen Circle, as shown by the plat.
- 11) Public utility easements as shown by recorded plat, including 20 foot easement running through the lot on the West and a 7.5 foot easement on the South side.
- 12) Declaration of Protective Covenants of said subdivision as set out in Misc. Book 21 page 759 and Misc. Book 29 Page 639 in the Probate Office.
- 13) Restrictions, limitations and conditions as set out in Map Book 7 Page 6 in said Probate Office.
- 14) Right of Way to Alabama Power Company recorded in Deed Book 309 Page 392 in Probate Office.
- 15) Right of Way to Alabama Power Company and South Central Bell recorded in Deed Book 309 Page 394 in Probate Office.
- 16) Right of Way recorded in Deed Book 307 Page 661, Deed Book 216 Page 608 and Deed Book 239 Page 915 in Probate Office.
- 17) Agreement and waiver of 40 foot set back line recorded in Misc. Book 36 Page 527 in Probate Office.

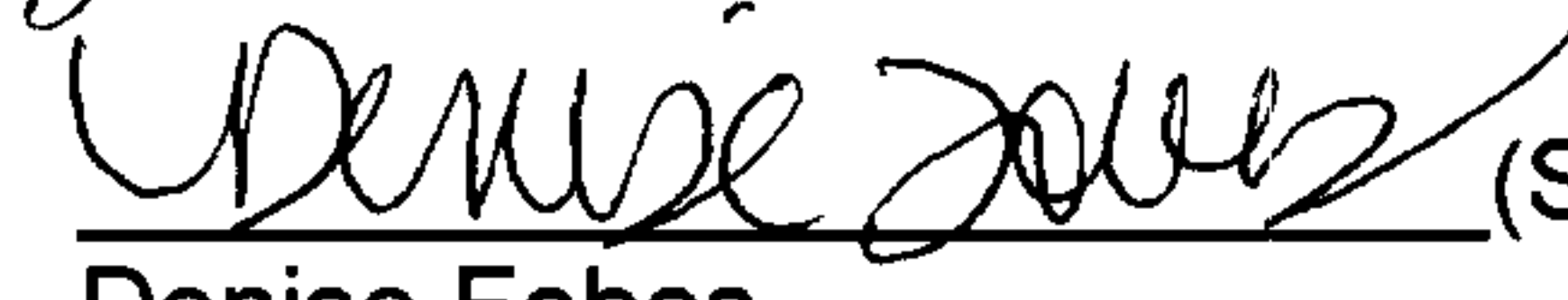
\$154,900.00 of the purchase price recited above was paid from a mortgage loans closed simultaneously herewith.

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.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantees, his, her or their heirs and assigns forever, against the lawful claims of all persons.

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

  
Justin Fobes (SEAL)

  
Denise Fobes (SEAL)

STATE OF ALABAMA  
COUNTY OF SHELBY

I, HARRY W. GAMBLE, a Notary Public in said and for said County, in said State, hereby certify that JUSTIN FOBES AND DENISE FOBES, HUSBAND AND WIFE, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of February, 2005.

  
Notary Public  
My Commission Expires: 3/11/08