20050722000369230 1/3 $30.00
Shelby Cnty Judge of Probate,AL
07/22/2005 03:56:01PM FILED/CERT

This instrument was prepared by

A, Vincent Brown, Jr.
510 North 18th Street
Bessemer, AL 35020

SEND TAX NOTICE TO:
Ryan L. Smith
Tiffany L. Smith
204 Scotts Trace
Bessemer, AL 35022

File #0705-06

Shelby County, AL 07/22/2005
State of Alabama

Deed Tax:$13.00

WARRANTY DEED

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA
COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **One Hundred Seventy-Six Thousand Four Hundred Ninety-Eight and 00/100 ($176498) DOLLARS** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, **Wright Homes, Inc.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Ryan L. Smith and Tiffany L. Smith** (herein referred to as GRANTEES, whether one or more), as joint tenants with right of survivorship, the following described real estate, situated in **Shelby County, Alabama to-wit:**

LOT 2, THE HIGHLANDS, SECTOR II, PHASE III, AS RECORDED IN MAP BOOK 26, PAGE 63, SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2004, which constitutes a lien, but are not yet due and payable until October 1, 2005.
2. Subject to all exceptions listed in Exhibit "A".

$163800 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEES as joint tenants, with right of survivor ship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby 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 grantee, 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 GRANTEES, 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 all 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

20050722000369230 2/3 $30.00
Shelby Cnty Judge of Probate,AL
07/22/2005 03:56:01PM FILED/CERT

IN WITNESS WHEREOF, I/(we), **Wright Homes, Inc.**, have hereunto set my (our) hand(s) and seal(s) this **14th** day of **July**, **2005**.

_____(SEAL)
Wright Homes, Inc.

_____(SEAL)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard Wright, president of Wright Homes, Inc.** whose name(s) (is/are) signed to the foregoing conveyance, and who (is/are) known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, HE/SHE/THEY does have the authority under said Articles of Incorporation to executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **14th** day of **July**, **2005**.

Marie Jones Knight
Notary Public
My commission expires 2-8-2008

20050722000369230 3/3 $30.00
Shelby Cnty Judge of Probate, AL
07/22/2005 03:56:01PM FILED/CERT

Stewart Title Guaranty Company

ALTA COMMITMENT

Agent's File Number: 4636 Commitment Number: 041201010BAO

Schedule B-II

EXCEPTIONS

Part II. Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record of 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 claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

Special Exceptions:

6. The lien of Ad Valorem taxes for the year 2005 are a lien but neither due nor payable until 1 October, 2005.
7. Municipal improvements assessments and fire district dues against subject property, if any.
8. 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.
9. 35 foot building line along Scotts Trace, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 26, Page 63.