

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

Send Tax Notice To: David B. Barnhill and Julianne P. Barnhill 1000-Ashford Lane 60 Chelsea Corners#214 Birmingham, AL 35242 Chelsea, Al. 35043

STATE OF ALABAMA)	
	** *	JOINT SURVIVORSHIP DEED
COUNTY OF SHELBY)	

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Thirty Thousand and 00/100 (\$130,000.00), and other good and valuable consideration, this day in hand paid to the undersigned TSD, LLC, an Alabama Limited Liability Company (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, David B. Barnhill and Julianne P. Barnhill, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 5, according to the survey of O'Hara Subdivision, as recorded in Map Book 35, page 77, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the right to use the easement running from Tara Drive through O'Hara Subdivison as depicted on the plat of said O'Hara Subdivision.

Subject To:

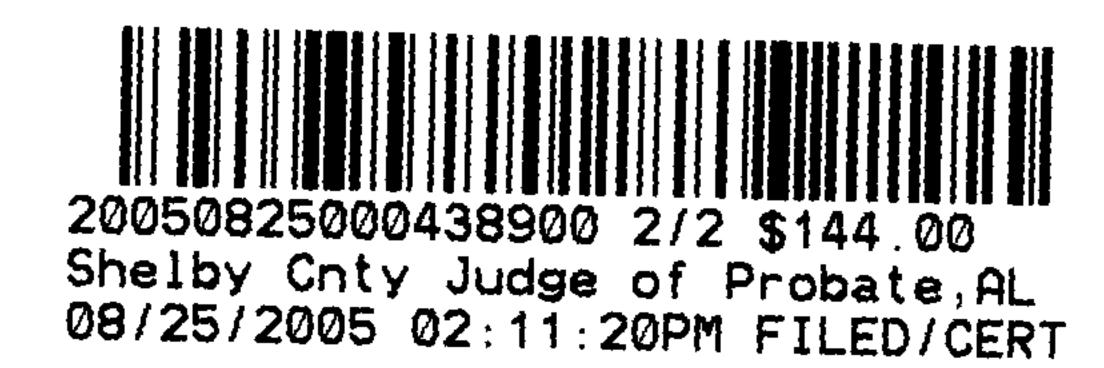
- 1. Ad valorem taxes for 2005 and subsequent years not yet due and payable until October 1, 2005.
- 2. Restrictions, covenants and conditions as set out in Inst. No. 20050727000376150, in the Probate Office of Shelby County, Alabama.
- 3. Restrictions, covenants and conditions as set out in Map Book 35, Page 77, in the Probate Office of Shelby County, Alabama.
- 4. Rights of others in to use the easement as set out on Map Book 35, page 77, in the Probate Office of Shelby County, Alabama.
- 5. Easement along the Westerly boundary of subject of 30 feet, as shown by Map Book 35, Page 77, in the Probate Office of Shelby County, Alabama.

In the event that construction of the primary dwelling per Shelby County and/or ARC requirements has not begun within 12 months of the date of this deed, the Grantor can at its sole discretion buy back the lot at the original purchase price. Grantee herein agrees to commence construction of primary dwelling on the Property in accordance with Paragraph 26 of the Lot or other unimproved Land Sales Contract (the "Primary Dwelling") within twelve months from the date of closing. In the event that Grantee is not able to satisfy this condition, Grantor or its assignee shall have the right and option to purchase the Property at a purchase price equal to the "Total Sales Price reflected hereinabove by delivery of written notice to the Grantee at any time prior to commencement of construction of the Primary Dwelling. In the event, Grantor or its assignee shall exercise this option, the Grantee shall sell, and the Grantor or its assignee shall purchase the Property at a closing to be held not later that thirty (30) days after the exercise of the option. At the closing, Grantee or its assignee shall pay the Grantee the purchase price in immediately available funds (unless otherwise agreed) and Grantee shall deliver a warranty deed for the Property to Grantor or its assignee conveying fee simple title to the Property free and clear of all liens, claims and encumbrances except for the Permitted Exceptions contained hereinabove. The purchase of the Property pursuant to this option shall be Grantor's sole and exclusive remedy for Grantee's failure to construct a Primary Dwelling as herein required.

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 GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

Shelby County, AL 08/25/2005 State of Alabama

Deed Tax: \$130.00



AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' 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 GRANTEES, and GRANTEES' 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 22nd day of August, 2005.

TSD, LLC

Kathy A. Joseph, Managing Member

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kathy A. Joseph, whose name as Managing Member of TSD, 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, she as such Managing Member and with full authority, signed the same voluntarily for and as the act of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22nd day of August, 2005.

MOTARY PUBLIC

My Commission Expires: