

This instrument was prepared by: HARRY W. GAMBLE
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Birmingham, Alabama 35244

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STATE OF ALABAMA COUNTY OF SHELBY

JOINT TENANTS WITH RIGHT OF SURVIVIORSHIP WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED FORTY ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS** (\$141,300.00) 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 **CALEB J. MASTERSON AND ALLISON N. McPHERSON** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 123, according to the survey of Grande View Garden & Townhomes, First Addition as recorded in Map Book 26, page 16 in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Subject to:

(1) Taxes or assessments for the year 2005 and subsequent years not yet due and payable; (2)Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 26, Page 16 (b) Declaration of Protective Covenants recorded in Instrument 1995-5892, 1st Amendment recorded in Instrument 1995-28543, Supplementary Declaration of Protective Covenants recorded in Instrument 1995-28544, Supplementary Declaration of Protective Covenants recorded in Instrument 1996-0339, Supplementary Declaration of Protective Covenants recorded in Instrument 1996-26258, Supplementary Declaration of Protective Covenants recorded in Instrument 1996-29192, amended by Instrument 1996-37928 and Supplementary Declaration of Protective Covenants recorded in Instrument 1996-37929, Supplementary Declaration of Protective Covenants recorded in Instrument 1999-38603, Supplementary Declaration of Protective Covenants recorded in Instrument 2000-4501, Supplementary Declaration of Protective Covenants recorded in Instrument 2000-1048, Supplementary Declaration of Protective Covenants recorded in Instrument 20031029000722160, Supplementary Declaration of Protective Covenants recorded in Instrument 20040223000092860, in the Probate Office of Shelby County, Alabama (c) Articles of Incorporation of Grande View Homeowners Associations, recorded in Instrument 1995-5890 and ByLaws recorded in Instrument 1999-5891, in the Probate Office of Shelby County, Alabama (d) 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 as recorded in Deed Book 5, Page 355; Deed Book 4, Page 422; Deed Book 48, Page 427; Instrument 1999-45091 and Instrument 1999-39816 (e) Subject to Covenants, conditions and restrictions as set forth in

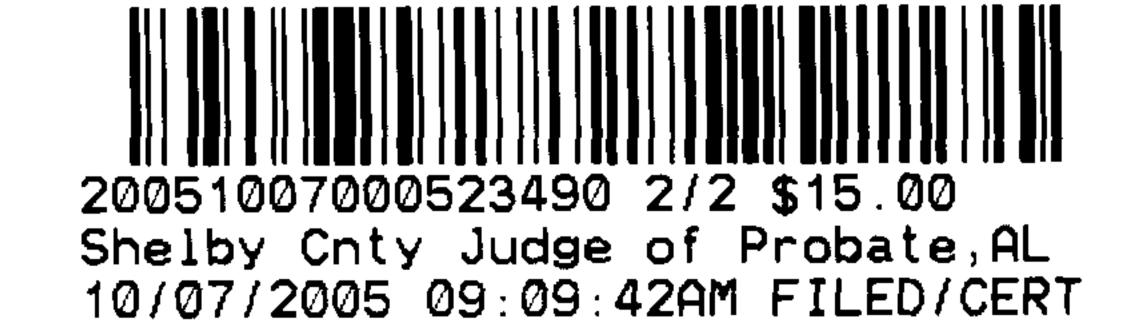
\$141,300.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

the document recorded in Instrument 1994-26505 in the Probate Office of Shelby

County, Alabama (f) Right of Way to Alabama Power Company as recorded in

Deed Volume 138, Page 170.

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 day of September, 2005.

The Lorrin Group, LLC

David Cox By:

Managing Member Its:

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that David Cox, whose name as Managing 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 24° day of September, 2005.

Notary Public

My Commission Expires: 3//08

(SEAL)