


This instrument was prepared by:
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Birmingham, Alabama 35244

Send tax notice to:
2027 River Birch Way
Birmingham, Alabama 35242

STATE OF ALABAMA
COUNTY OF SHELBY


20061012000506610 1/2 \$29.00
Shelby Cnty Judge of Probate, AL
10/12/2006 01:35:21PM FILED/CERT

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED**

Know All Men by These Presents: That in consideration of **TWO HUNDRED NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$297,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **LOWERY HOMES, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **JESSICA N. HILL AND DAVID J. HILL** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 2, according to the Survey of Birch Creek Phase 2, as recorded in Map Book 35, Page 88, in the Probate Office of Shelby County, Alabama.

Subject to:

(1) Taxes or assessments for the year 2007 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) Right-of-way granted to Alabama Power Company recorded in Volume 113, Page 310 and Volume 158, Page 104; (b) Restrictions appearing of record in Inst. No. 2005-5631; (c) Marketing Agreement as recorded in Inst. No. 2005-64892.

\$282,150.00 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 Incorporation and Bylaws of Lowery Homes, Inc., which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

10th In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this day of October, 2006.

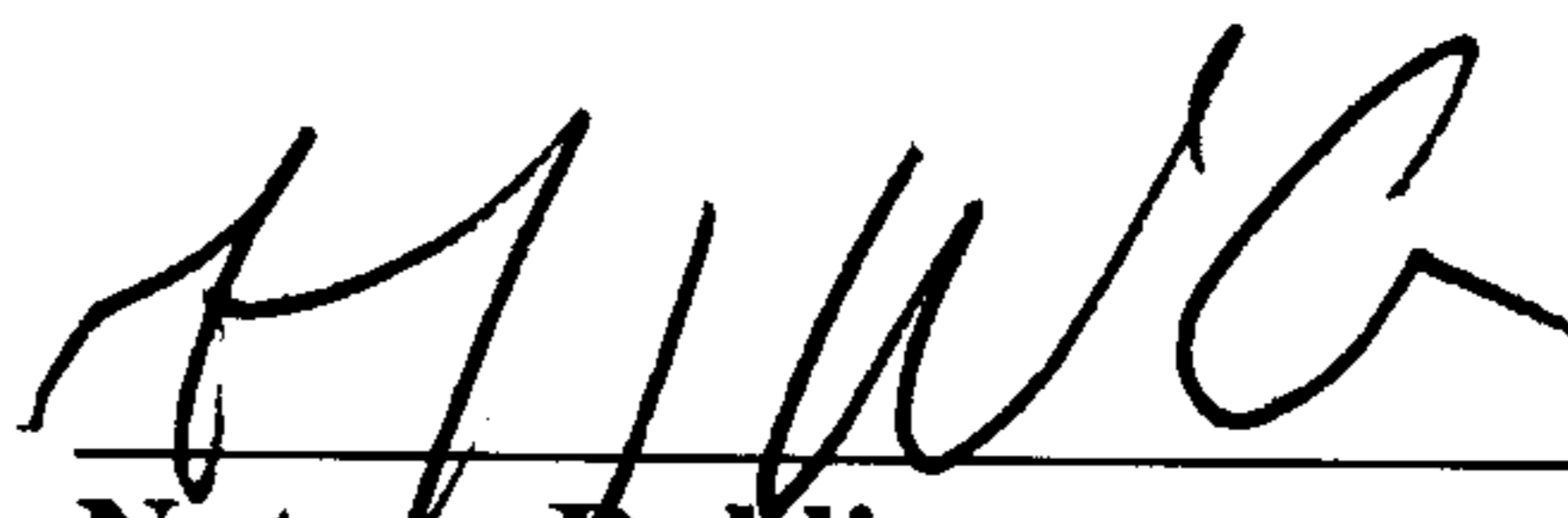
Lowery Homes, Inc.

By:  (SEAL)
John Lowery
Its: President

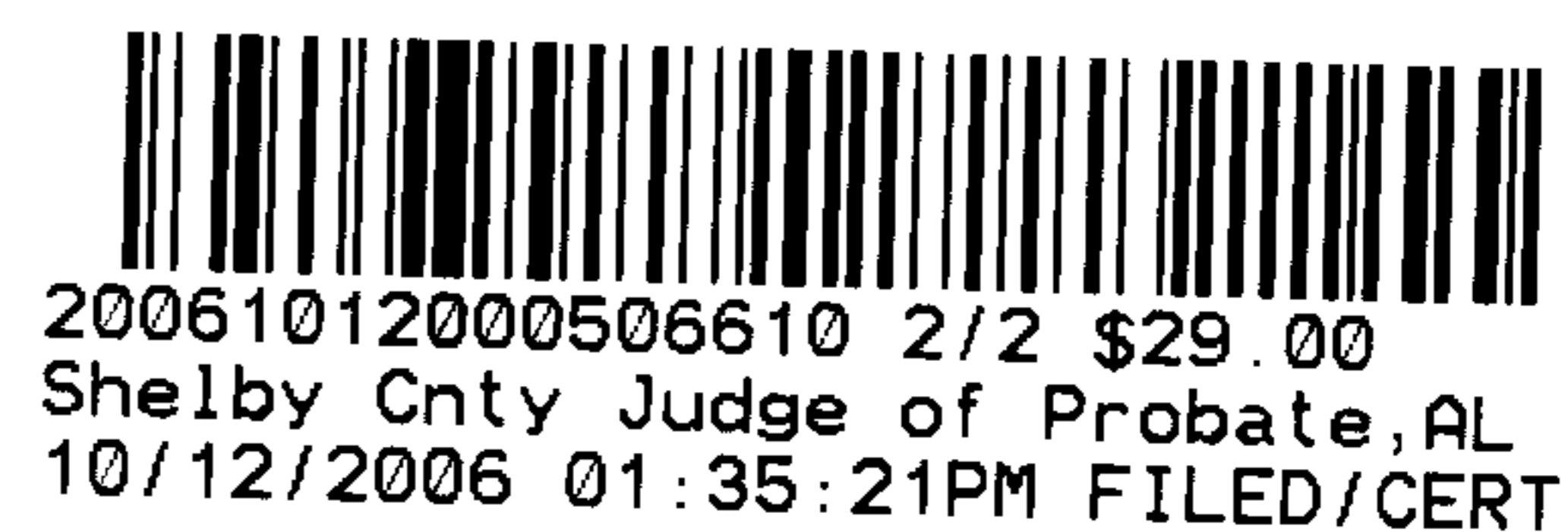
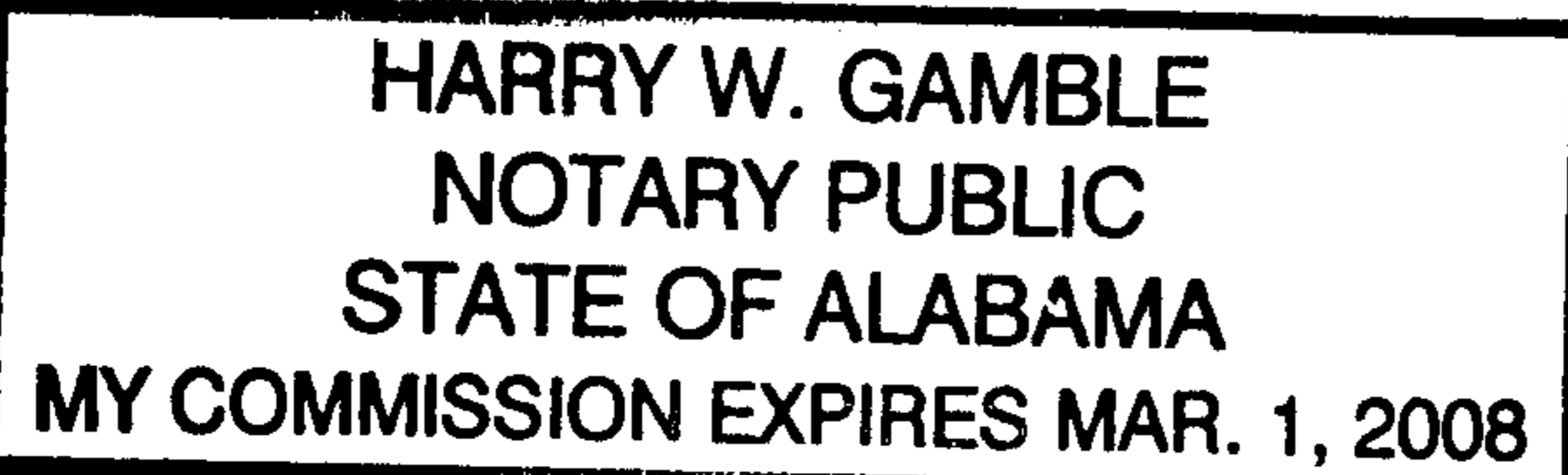
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **JOHN LOWERY**, whose name as **PRESIDENT** of **LOWERY HOMES, INC** 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 10th day of October, 2006.



Notary Public



Shelby County, AL 10/12/2006
State of Alabama
Deed Tax: \$15.00