

Send tax notice to:
WAYNE W. HONEYCUTT AND MILDRED F. TAYLOR
213 CHESSER PLANTATION LANE
CHELSEA, ALABAMA 35043

Shelby County, AL 07/12/2007
State of Alabama

Deed Tax: \$21.00

WARRANTY DEED
JOINTLY WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of **TWO HUNDRED TEN THOUSAND AND No/100 (\$210,000.00)** and other valuable considerations to the undersigned GRANTOR (S), **AMY KENDALL AND BRYAN KENDALL, WIFE AND HUSBAND** (hereinafter referred to as GRANTORS), in hand paid by the GRANTEE (S) herein, the receipt of which is hereby acknowledged, the said GRANTOR (S) does by these presents GRANT, BARGAIN, SELL and CONVEY unto WAYNE W. HONEYCUTT AND MILDRED F. TAYLOR, hereinafter referred to as GRANTEE(S), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in County of Shelby, State of Alabama, to-wit:

LOT 3, ACCORDING TO THE AMENDED MAP OF CHESSER PLANTATION, PHASE I, SECTOR I, AS RECORDED IN MAP BOOK 31, PAGE 21 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE CHESSER PLANTATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT 2002030600010788, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

\$168,000.00 AND \$21,000.00 OF THE ABOVE CONSIDERATION WAS PAID FROM THE PROCEEDS OF THOSE MORTGAGES CLOSED SIMULTANEOUSLY HEREWITHE.

SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS AND AD VALOREM TAXES OF RECORD.

TO HAVE AND TO HOLD, to the said GRANTEE (S), for and during their joint lives together and upon the death of either of them, then to the survivor of them in fee simple, and to their heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I/we do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, that I (we) have a good right to sell and convey the same to the said GRANTEE (S), their heirs and assigns forever, against the lawful claims all persons, except as to the hereinabove restrictive covenants, conditions, easements and ad valorem taxes of record and do hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand and seal, this 9th day of July, 2007.

Amy Kendall
AMY KENDALL
BY: *Sharon Mason, AIF*
SHARON MASON, ATTORNEY-IN-FACT
Bryan Kendall
BRYAN KENDALL
BY: *Sharon Mason, AIF*
SHARON MASON, ATTORNEY-IN-FACT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Amy Kendall, by Sharon Mason, Attorney-in-Fact and Bryan Kendall, by Sharon Mason, Attorney-in-Fact 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, she, in her capacity of Attorney-in-fact for Amy Kendall and Bryan Kendall, and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of July, 2007.

Christopher P. Moseley
NOTARY PUBLIC

MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
MOSELEY & ASSOCIATES, P.C.
2871 ACTON ROAD, SUITE 101
BIRMINGHAM, ALABAMA 35243

CHRISTOPHER P. MOSELEY
MY COMMISSION EXPIRES 10/07/09