20071030000501970 1/2 $15.00
Shelby Cnty Judge of Probate,AL
10/30/2007 02:13:15PM FILED/CERT

This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
104 Enclave Avenue
Calera, AL 35040

STATE OF ALABAMA
COUNTY OF SHELBY

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($134,900.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **REI PROPERTIES OF ALABAMA, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **JENNIFER MILLS AND BRIAN MILSTEAD,** (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 The Enclave Phase 1, as recorded in Map Book 38, page 1, 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) Easement and highway right of way recorded in Volume 197, page 259, in the Probate Office of Shelby County, Alabama. (b) The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traveling through, subject property. (c) Easement to BellSouth Telecommunications, as recorded in Instrument 20060815000396460, in the Probate Office of Shelby County, Alabama. (d) Restrictions or Covenants appearing of record in Instrument 20061129000577080, in the Probate Office of Shelby County, Alabama.

$134,900.00 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 Organization and Operating Agreement of REI Properties of Alabama, LLC, 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.

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In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 25th day of October, 2007.

REI Properties of Alabama, LLC

By Its Member:

Shelby Homebuilders, Inc.

By: _____
Robert S. Johnson
Its: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **ROBERT S. JOHNSON**, whose name as President of Shelby Homebuilders, authorized Member of REI Properties of Alabama, 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 25th day of October, 2007.

_____
Notary Public

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008