

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

Send tax notice to:  
Alejandro F. Toro & Kelly B. Toro  
100 Enclave Avenue  
Calera, Alabama 35040

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP  
STATUTORY WARRANTY DEED**

Know All Men by These Presents: That in consideration of **ONE HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$103,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **REI PROPERTIES OF ALABAMA, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **ALEJANDRO F. TORO AND KELLY B. TORO** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 1, 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 2008 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 traversing 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.

\$103,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, with rights of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created or severed 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 grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such



inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

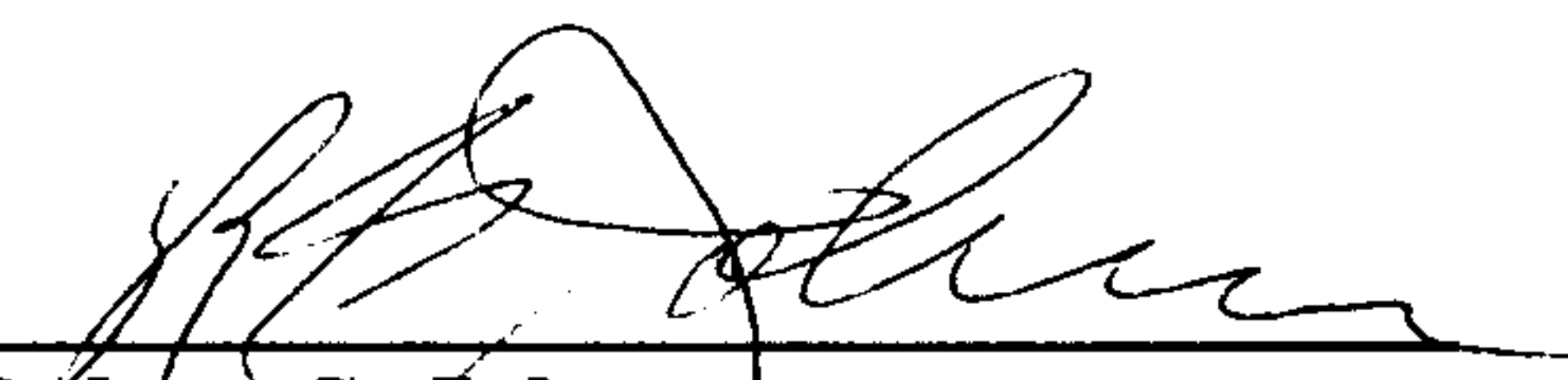
The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of REI Properties of Alabama, LLC, which have not been modified or amended.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 28th day of November, 2007.

**REI Properties of Alabama, LLC**

**By Its Member:**

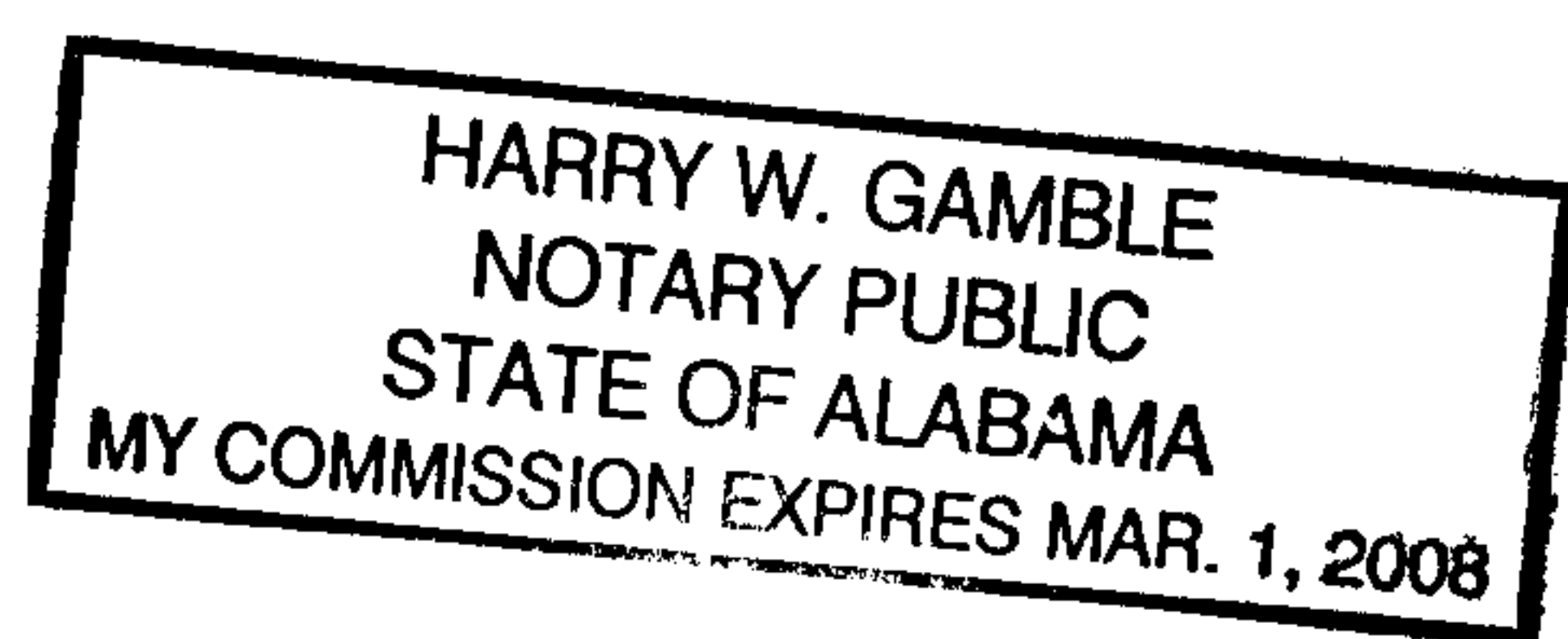
**Shelby Homebuilders, Inc.**

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, Inc., 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 28th day of November, 2007



  
**Notary Public**

  
20071203000547340 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/03/2007 02:22:20PM FILED/CERT