

LIMITED LIABILITY COMPANY WARRANTY DEED

Joint Tenancy With Right of Survivorship

State Of Alabama
County Of Shelby

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KNOW ALL MEN BY THESE PRESENTS, That in consideration of Four Hundred Thirty Thousand Eight Hundred dollars and Zero cents (\$430,800.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **New Pace Homes, LLC** an Alabama limited liability company, (herein referred to as GRANTOR) does by these presents grant, bargain, sell and convey unto **Warren G. Sparks, and Sabra J. Sparks** (herein referred to as GRANTEE, whether one or more), as joint tenants with rights of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 37, according to the Survey of Courtyard Manor, a single family residential development, as recorded in Map Book 35, Page 144 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Ad valorem taxes for current and subsequent years, (2) easements, restrictions reservations, rights-of-way, limitations, covenants and conditions of record, if any, (3) mineral and mining rights not owned by the Grantor, if any No.

Note: \$120,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD, unto 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 hereby created is severed or terminated during the joint lives of the Grantees herein) in the event that one Grantee survives the other, the entire interest in fee simple shall be owned by the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees shall take as tenants in common.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

The undersigned hereby certifies that this instrument is being executed according to the Articles of Organization and Operating Agreement of the limited liability company and that the Articles have not been modified or amended.

IN WITNESS WHEREOF, the said GRANTOR by Steven C. Turner, its Member, who is authorized to execute this conveyance, hereto set its signature and seal, this the 13th day of February, 2008.

New Pace Homes, LLC

By: *Steven C. Turner*
Steven C. Turner, Member

State Of Alabama
County Of Shelby

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Shelby County, AL 02/14/2008
State of Alabama

Deed Tax: \$311.00

I, the Undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Steven C. Turner, whose name as Member of New Pace Homes, LLC, a limited liability company, 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, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of February, 2008.

Chesley Paul Payne
Notary Public
My Commission Expires: 2-31-11