

STATE OF ALABAMA

§

SHELBY COUNTY

§

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred and No/100 (\$100.00) Dollars and other valuable considerations to the undersigned **GRANTOR** in hand by the **GRANTEES** herein, the receipt whereof is hereby acknowledged **J. Powers Construction, L.L.C.**, an Alabama Limited Liability Company (herein referred to as "**GRANTOR**"), does hereby **GRANT, BARGAIN, SELL** and **CONVEY** unto **Phillip Bray** and **Amy Marie Bray** (herein referred to as "**GRANTEES**") 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 the County of Shelby, and the State of Alabama, to-wit:

Lot 179, according to the Survey of Heritage Trace, Phase 1, Sector 1, as recorded in Map Book 34, at Page 114, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

This conveyance is subject to all easements, restrictions and rights of way of record affecting the above-described property.

The mailing address of the above-described property is 134 Heritage Trace Parkway, Montevallo, AL 35115, which is the mailing address of the **GRANTEES**.

This deed is executed by James R. Powers as Manager of J. Powers Construction, L.L.C. in accordance with and as required by the Articles of Organization and the Operating Agreement of J. Powers Construction, L.L.C. Said Articles of Organization and Operating Agreement of J. Powers Construction, L.L.C. have not be modified or amended and I am the Manager of said L.L.C.

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

And **GRANTOR** does covenant with the said **GRANTEES**, their heirs and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said **GRANTEES**, their heirs and assigns, and that **GRANTOR** will **WARRANT AND DEFEND** the premises to the said **GRANTEES**, their heirs and assigns forever, against the lawful claims and demands of all persons except as hereinabove provided.

(Execution and acknowledgment start on the next page)

IN WITNESS WHEREOF, **J. Powers Construction, L.L.C.**, an Alabama Limited Liability Company, has caused this instrument to be executed by its duly authorized Manager this 19th day of June, 2008.

J. Powers Construction, L.L.C.
an Alabama Limited Liability Company

BY: James R. Powers (L.S.)
Its Manager

STATE OF ALABAMA §

COUNTY OF MONTGOMERY §

I, the undersigned authority, a Notary Public in and for said State At Large, hereby certify that **James R. Powers** whose name as Manager of **J. Powers Construction, L.L.C.**, an Alabama 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 this conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act said **J. Powers Construction, L.L.C.**, an Alabama Limited Liability Company on the day the same bears date.

GIVEN under my hand and official seal this 19th day of June, 2008.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 7/24/10

PREPARED BY:
GREGORY A. CARR, SR.
P.O. BOX 4807
MONTGOMERY, AL 36103-4807
(334) 269-5900

GREGORY ALLAN CARR
Notary Public, State of Alabama At Large
My commission expires July 24, 2010

Shelby County, AL 06/23/2008
State of Alabama

Deed Tax: \$25.00