

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Lloyd T. Winger, III and Paula J. Winger
718 St. Andrews Lane
Hoover, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY) **JOINT SURVIVORSHIP DEED**

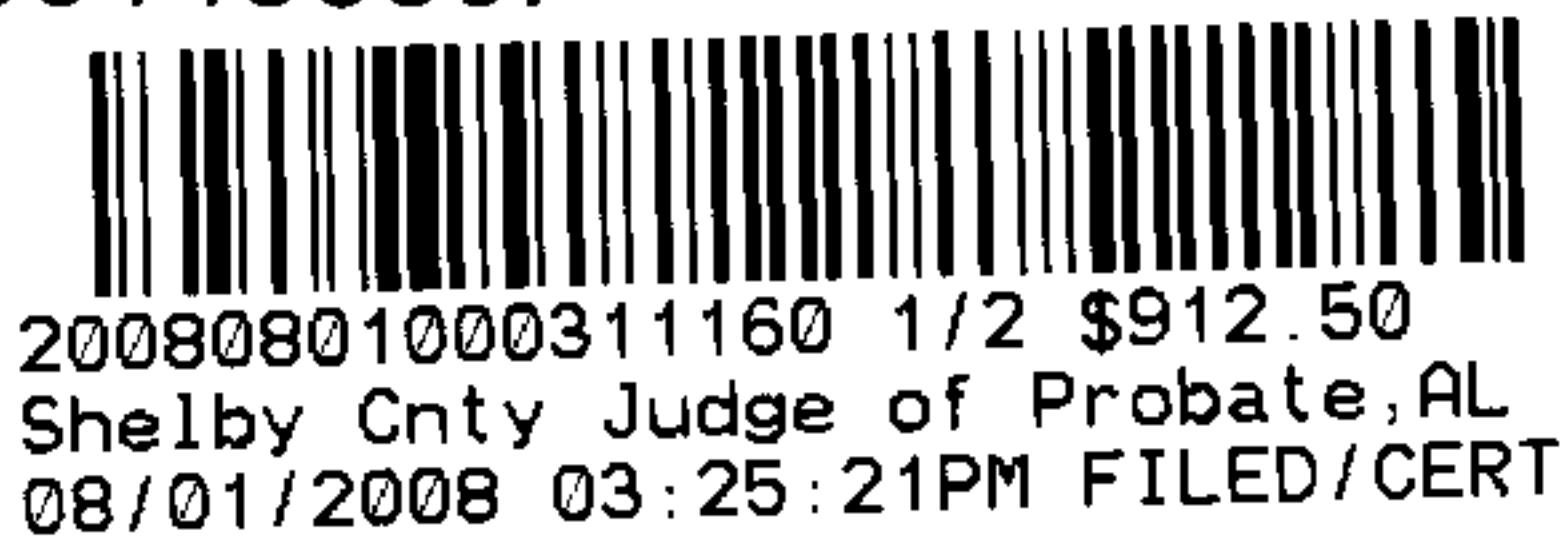
KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Eight Hundred Ninety-Eight Thousand Four Hundred Ninety-Two and 78/100 (\$898,492.78)**, and other good and valuable consideration, this day in hand paid to the undersigned **Robert S. Grant Construction, Inc., an Alabama corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Lloyd T. Winger, III and Paula J. Winger**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 21, according to the Final Record Plat of Heatherwood, 7th Sector as recorded in Map Book 39, Page 84 A&B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject To:

- 1) Advalorem taxes for 2008 and subsequent years not yet due and payable until October 1, 2008.
- 2) Building setback line of 50 feet reserved from building setback line and St. Andrews Lane as shown by plat.
- 3) Terms, Conditions, Limitations Obligations and Restrictions set forth in Declaration of Protective Covenants in Instrument No. 20030411000221760 and corrected in Instrument No. 20070111000016540 and Instrument No. 20050104000002410 and By Laws thereto in Instrument No. 2005032900014290.
- 4) Restrictions, conditions, uses, easements, mineral and mining rights, rights incidental thereto including release of damages set forth in Book 146, Page 237, Instrument No. 20030411000221780 and Instrument No. 20030411000221790.
- 5) Non-exclusive assignment of sign rights as set forth in Instrument No. 2003 0411000221770.
- 6) Reservations and rights in deed recorded in Instrument No. 20030411000221750 and corrected in Instrument No. 20060307000106860.
- 7) Right of way to Shelby County in Deed Book 290, Page 552 and Deed Book 243, Page 93.
- 8) Easements to USX and South Central Bell Telephone Company in Deed Book 119, Page 887.
- 9) Right of way to Alabama Power Company in Deed Book 337, Page 267; Real 270, Page 91; Real 75, Page 707 and Real 318, Page 16.
- 10) Grant of Land Easement and Restrictive Covenants to Alabama Power Company as set out in Instrument No. 20071108000516910.
- 11) Golf Cart Paths and Sign Easement Agreements recorded as Instrument No. 2000-24963.
- 12) Right of way granted to Southern Bell Telephone and Telegraph Company recorded in Volume 329, Page 423.
- 13) Subject to any easements within and without Heatherwood Subdivision and/or golf course, cart path, a tunnel, Map Book 8, Page 27; Map Book 9, Page 66; Map Book 8, Page 28; Map Book 9, Page 161 and Map Book 19, Page 158 and as shown by the survey of Charles A. Williams, dated November 20, 2006.
- 14) Agreement by and between HGC, Inc. and Heatherwood Holdings, LLC dated 7/5/00 and recorded as Instrument No. 2000-22843.
- 15) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including those set out in Volume 176, Page 186; Instrument No. 20040323000148620 and Instrument No. 20040323000148630.

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- 16) Agreement with respect to surface and subsurface uses, Lime Green recorded as Instrument No. 20040323000148640.
- 17) Restrictions, limitations, conditions and other provisions as set out in Map Book 39, Page 84 A&B.
- 18) Restrictions, covenants and conditions as set out in instrument recorded as Instrument No. 1992-24863.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the 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.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set their hand and seal this the **28th** day of **July**, **2008**.

Robert S. Grant Construction, Inc.
an Alabama corporation


Robert S. Grant, President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Robert S. Grant, whose name as President of Robert S. Grant Construction, Inc., an Alabama corporation, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he as such Officer and with full authority, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of July, 2008.


NOTARY PUBLIC

My Commission Expires:

6-5-2011

NOTARY PUBLIC
SHELBY COUNTY, ALABAMA
JULY 28, 2008