

This instrument was prepared by:
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105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
P. O. Box 55
Montevallo, AL 35115

**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 TWENTY SIX THOUSAND AND 00/100 DOLLARS (\$126,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **LOWERY HOMES, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **DAN L. HOWARD AND PATRICIA A. HOWARD** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 25-A, according to a Resurvey of Lots 1-4 and 23-225 of Wilmont Subdivision, as recorded in Map Book 39 Page 31 in the Probate Office of Shelby County, Alabama; being situated in 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) Restrictions, limitations, easements and conditions as set out in Map Book 39 Page 31 in said Probate Office. (b) Building setback line of 30 feet reserved from Alabama Highway No. 25 and Strother Street, as shown by plat.

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

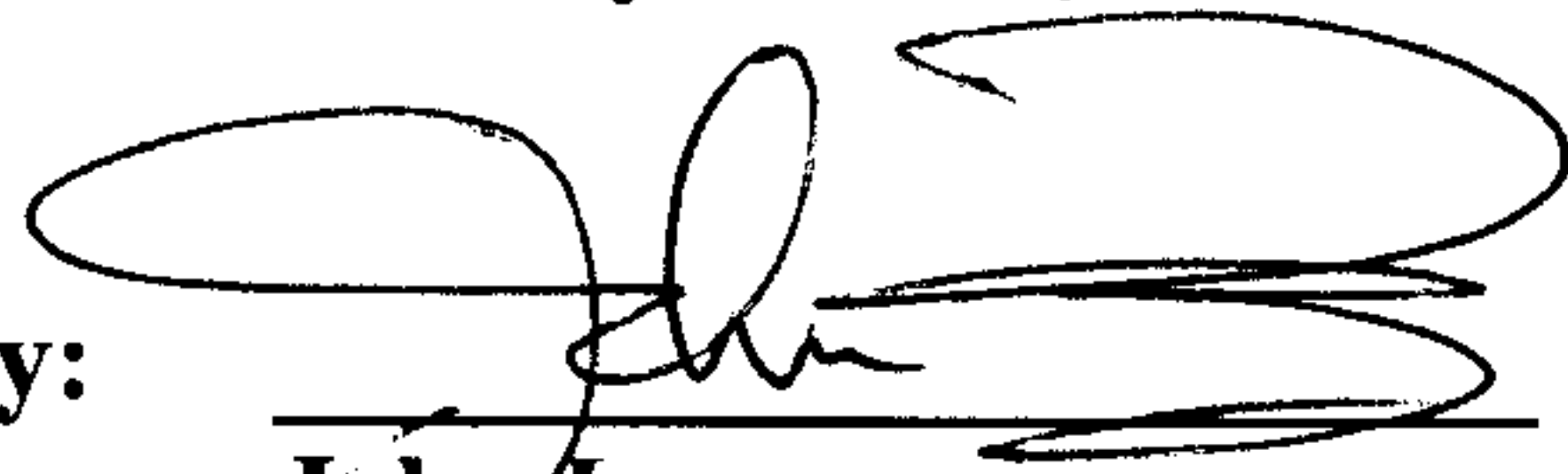
refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

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.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Incorporation and Bylaws of Lowery Homes, Inc., which have not been modified or amended.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 31st day of July, 2008.

Lowery Homes, Inc.

By:  (SEAL)
John Lowery
Its: **President**

STATE OF ALABAMA
COUNTY OF JEFFERSON

Shelby County, AL 08/05/2008
State of Alabama

Deed Tax: \$126.00

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **John Lowery**, whose name as **President** of **Lowery Homes, Inc.**, 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 31st day of July, 2008.

HARRY GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
(SEAL) MISSION EXPIRES FEB. 18, 2012



Notary Public