

This instrument was prepared by:
Michael T. Atchison, Attorney at Law
101 West College
Columbiana, AL 35051

Send Tax Notice To: John Averett, Jr.
4549 Hwy 71
Shelby, AL 35143

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

}

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of Forty Nine Thousand Nine Hundred Sixteen dollars and Seventy Nine cents (\$49,916.79) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, James A. Dinda, a Single man (herein referred to as grantors) do grant, bargain, sell and convey unto John Averett, Jr. and Shirley Averett (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Parcel B as shown on JUDICIAL SURVEY, AS DIRECTED BY ORDER OF JUDGE H. L. CONWILL, CIVIL CASE CV 2006-475 OF THE 18TH JUDICIAL CIRCUIT COURT OF ALABAMA, OF AN INTERIOR BOUNDARY AND EASEMENT ON DOUBLE J FARMS, MAP BOOK 33, PAGE 83. Situated in Shelby County, Alabama.

Subject to the covenants and restrictions shown as ordered in Circuit Court Case No.: CV07-432, Shelby County, Alabama as attached hereto as exhibit "A"

Subject to taxes for 2008 and subsequent years.

Constitutes no part of the homestead of the grantor or grantors spouse.

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 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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

(\$49,916.79) of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of September, 2008.

(Seal)

James A. Dinda by Dan Head as AIF (Seal)

James A. Dinda
By: Dan Head, as Attorney in Fact as recorded in
Inst.# _____ in the
Probate Office of Shelby County, Alabama.

STATE OF ALABAMA

}

General Acknowledgment

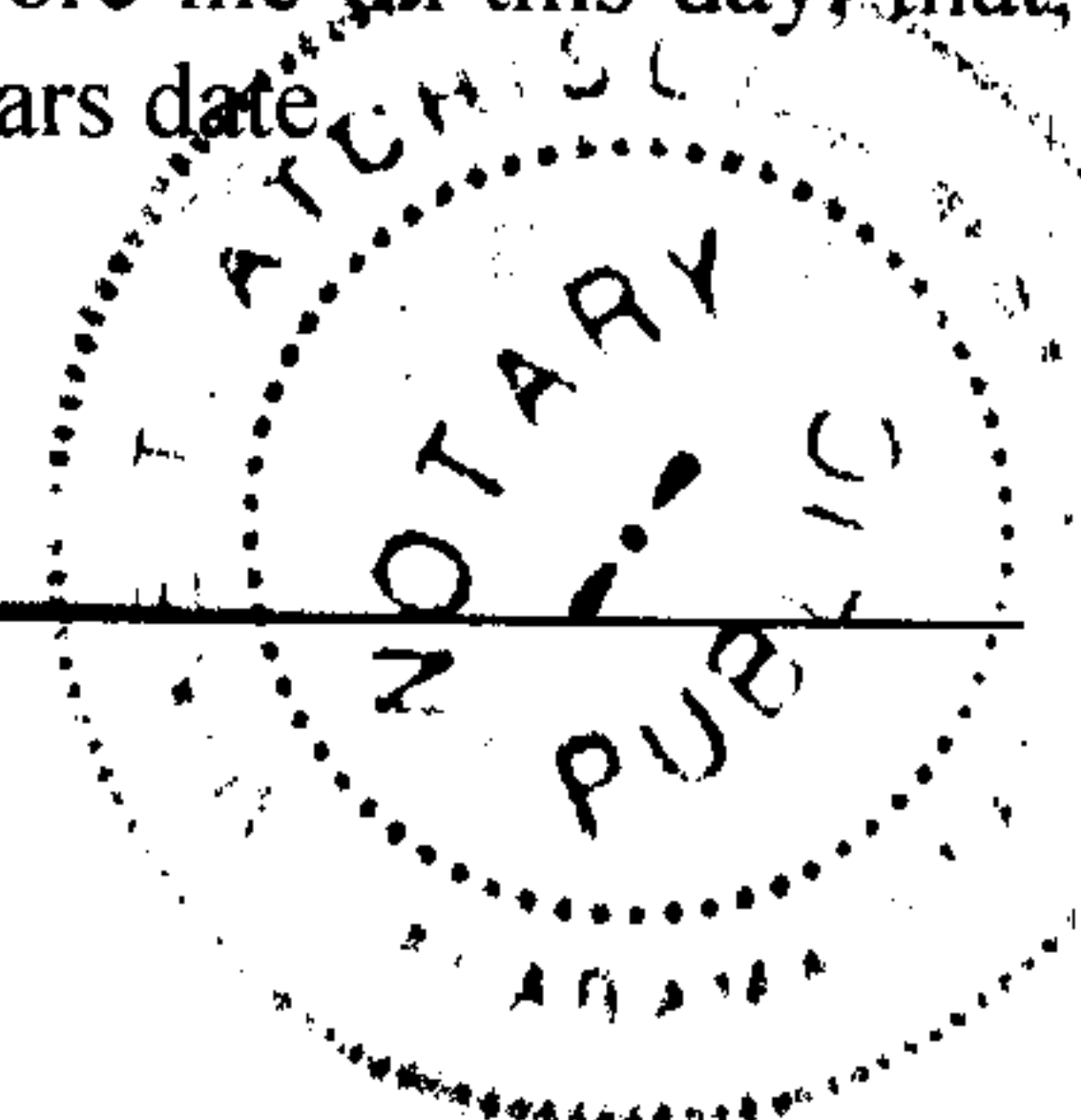
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Dinda whose name is signed by Dan Head as Attorney in Fact 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of September 2008.

[Signature]
Notary Public

My Commission Expires:



20081013000403170 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/13/2008 11:53:43AM FILED/CERT

Exhibit A

Upon placement of a house on described property (Parcel B), the property must be refinanced and the deed will be transferred to the mortgage holder.

AMENDMENTS:

1. If for any reason of default on said property before a house is built, James A. Dinda has the option to pay for structure improvements at appraised value only and retains land in question.
2. After a house is built, and John and Shirley Averett decide to sell house and property, James A. Dinda has first right of refusal to buy back.
3. John and Shirley Averett have first right of refusal to buy James A. Dinda's remaining home and property if he chooses to sell.
4. Non commercial only, and a maximum of two houses.



20081013000403170 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/13/2008 11:53:43AM FILED/CERT

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

JAMES A. DINDA,

PLAINTIFF,

CASE NO.: CV07-432

VS.

JOHN D. AVERETT and SHIRLEY

J. AVERETT,

DEFENDANTS.

RECEIVED AND FILED
MARY H. HARRIS

MAY 29 2008

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

AMENDED
ORDER

COMES NOW, the parties together with their attorneys and announce to the Court that they have reached an agreement as to the balance due from the Defendant's to the Plaintiff and their agreement is hereby adopted by the Court, and

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:


1. That the total amount due to the Plaintiff, James Dinda, by the Defendants, John and Shirley Averette, is the sum of Forty Nine Thousand Nine Hundred Sixteen and 79/100 Dollars (49,916.79).
2. That upon receipt of said sum the Defendant shall contemporaneously execute and deliver a General Warranty Deed to the Defendants conveying the property described in the prior Decree of this Court, subject to those matters set forth in the title binder on said property by Stewart Title Guaranty Company.
3. That those markers set forth by, Sid Wheeler, of Wheeler Surveying and Mapping, are

hereby designated as judicial markers which set forth the property and easements thereto.

4. The real estate remains subject to the agreement dated May 31, 2003 and the covenants and restrictions contained in said document, those covenants and restrictions being attached to this decree as "Exhibit A".

5. All other matters are reserved.

DONE and ORDERED this 23rd day of May, 2008.



H.L. Conwill
Circuit Judge



20081013000403170 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/13/2008 11:53:43AM FILED/CERT

Exhibit A

Upon placement of a house on described property (Parcel B), the property must be refinanced and the deed will be transferred to the mortgage holder.

AMENDMENTS:

1. If for any reason of default on said property before a house is built, James A. Dinda has the option to pay for structure improvements at appraised value only and retains land in question.
2. After a house is built, and John and Shirley Averett decide to sell house and property, James A. Dinda has first right of refusal to buy back.
3. John and Shirley Averett have first right of refusal to buy James A. Dinda's remaining home and property if he chooses to sell.
4. Non commercial only, and a maximum of two houses.



20081013000403170 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/13/2008 11:53:43AM FILED/CERT