

THIS INSTRUMENT PREPARED BY:
R. Timothy Estes, Esq.
Estes, Sanders & Williams, LLC
3800 Colonnade Parkway, Suite 330
Birmingham, Alabama 35243

20081203000455840 1/1 \$26.50
Shelby Cnty Judge of Probate:AL
12/03/2008 12:39:12PM FILED/CERT

SEND TAX NOTICE TO:
Andrew Lee White
2039 Belvedere Cove
Birmingham, AL. 35242

STATUTORY WARRANTY DEED Joint Tenants with Rights of Survivorship

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of **Three Hundred Four Thousand Three Hundred Thirty and 00/100 Dollars (\$304,330.00)** and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof are acknowledged,

D.R. Horton, Inc. - Birmingham

(herein referred to as GRANTORS, whether one or more) does, grant, bargain, sell and convey unto

Andrew Lee White and Stella F. White

(herein referred to as GRANTEE, whether one or more), all of their right, title and interest in and to that certain real estate situated in SHELBY County, Alabama, to-wit:

Lot 34, according to the Final Plat of Belvedere Cove Phase III, as recorded in Map Book 36, page 113, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted. Subject to current taxes, easements and restrictions of record, to include but not limited to the following: Grantee Acknowledges that there is a hedgerow of Leyland Cypress trees which have been planted within approximately 60 feet of the rear property of the Property in order to form a buffer area (the "Buffer Area") between the Property and Lot 176 of Shoal Creek Subdivision (the "Shoal Creek Property"). Grantee covenants and agrees that it will not cut down or remove any of the trees within said buffer area for the purpose of expanding the Grantee's backyard, provided that this covenant shall in no event require the Grantee to replant any trees within the buffer area which may be lost due to disease, drought, storms, or other Acts of God. Grantee further agrees that it will allow the Shoal Creek Property owner the right, but not the obligation, to replant, at its sole cost and expense, any trees which are so lost or damaged, and hereby grants a license to enter upon said Buffer Area solely for such purpose. This covenant shall be binding upon the Grantee and Grantee's successors and assigns and shall run with the land.

TO HAVE AND TO HOLD, unto the said GRANTEE 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.

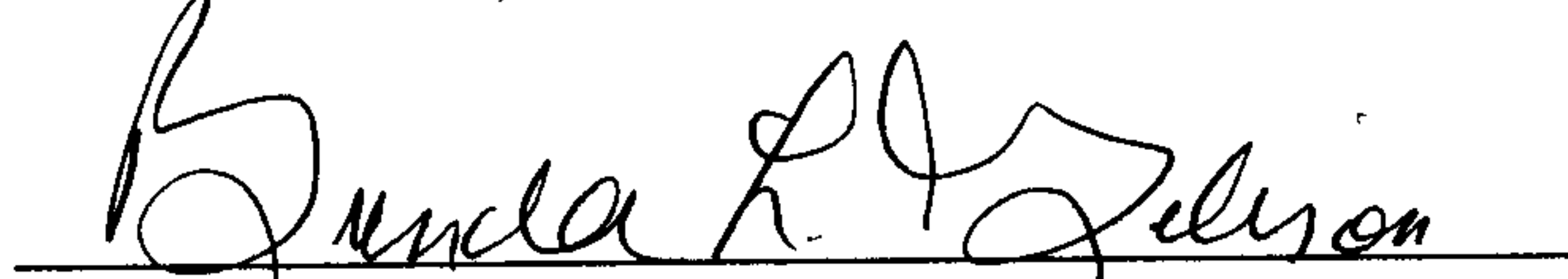
Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said GRANTOR by its Assistant Secretary who is authorized to execute this conveyance, hereto set her signature and seal this the 7th day of November, 2008.

Shelby County, AL 12/03/2008
State of Alabama

Deed Tax: \$15.50

D. R. HORTON, INC. - BIRMINGHAM

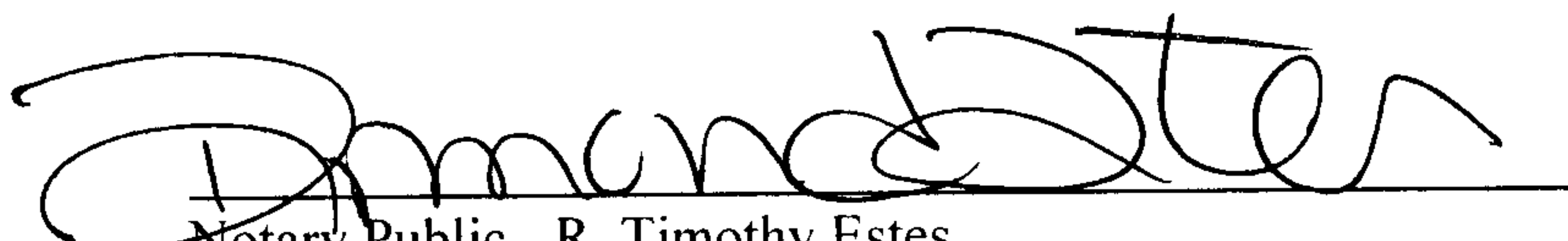
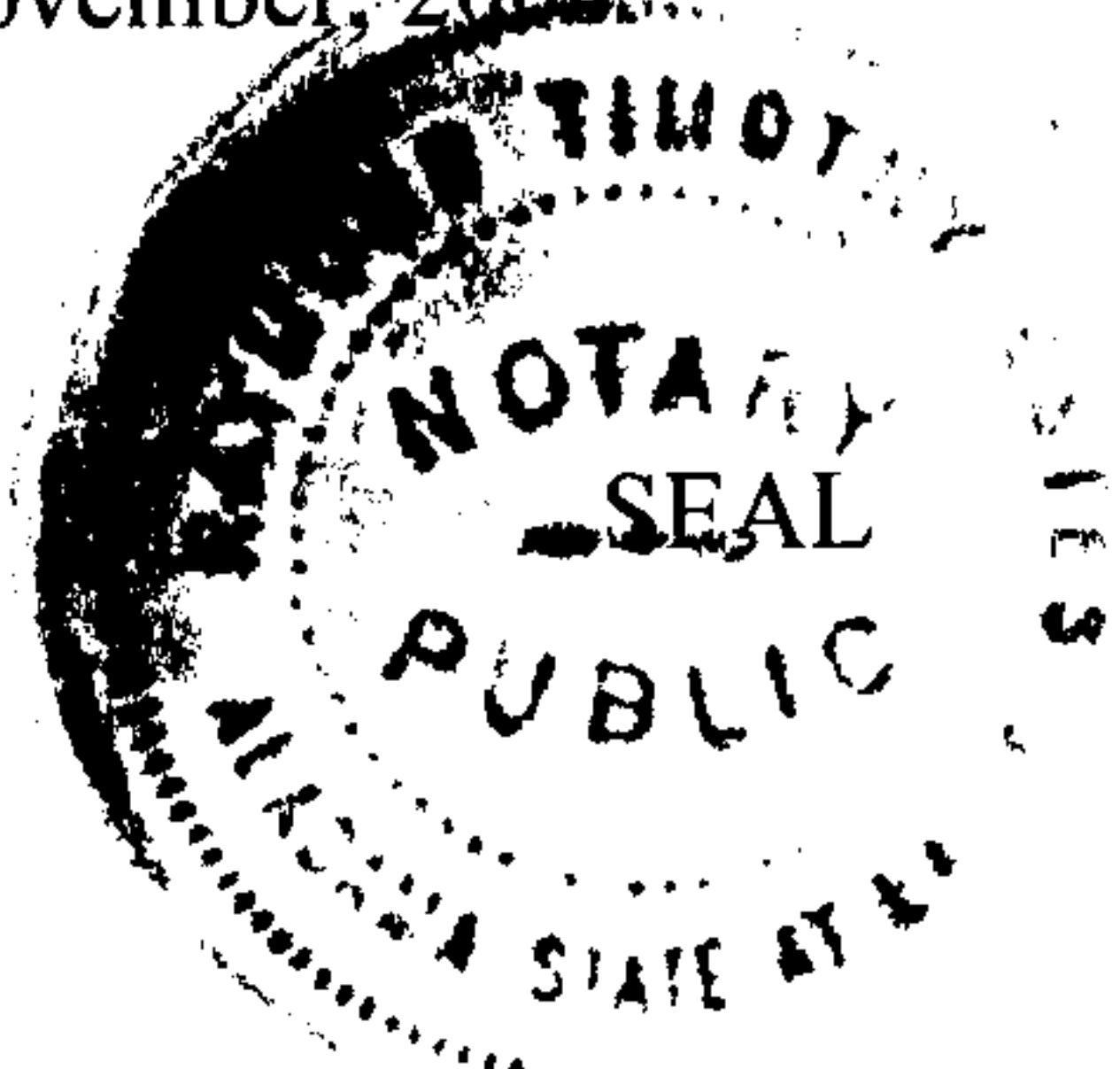


BY: Brenda L. Gibson

ITS: Assistant Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, R. Timothy Estes, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda L. Gibson whose name as Assistant Secretary of D.R. HORTON, INC. - BIRMINGHAM a corporation, 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, executed the same voluntarily on the day the same bears date. Given under my hand and official seal, the 7th day of November, 2008.



Notary Public - R. Timothy Estes
My Commission Expires: July 11, 2011