

THIS INSTRUMENT PREPARED BY:  
D. Barron Lakeman & Associates, LLC  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:  
Arthur W. Smith, III  
405 Tuscany Circle  
Chelsea, Alabama 35043

STATE OF ALABAMA )  
COUNTY OF SHELBY ) **LIMITED LIABILITY COMPANY  
JOINT SURVIVORSHIP DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Four Hundred Thirty Thousand and 00/100 (\$430,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **DeMeis-HomeSouth Custom Homes, LLC, a Limited Liability Company** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Arthur W. Smith, III and Sherry A. Smith**, (hereinafter referred to as GRANTEE), 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 57, according to the Survey of Courtyard Manor, as recorded in Map Book 35, Page 144 A&B, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$205,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

This warranty deed is executed as required by the Articles of Organization and Operating Agreement and the same Articles of Organization and Operating Agreement have not been modified or amended.

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 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 GRANTEE 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 GRANTEE herein shall take as tenants in common, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR are 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 GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Members, Marc DeMeis and David A. DeMeis who are authorized to execute this conveyance, hereto set their signature and seal this the 28th day of May, 2009.

DeMeis-HomeSouth Custom Homes, LLC

*Marc DeMeis Member*

By: Marc DeMeis, Member

*David A. DeMeis*

By: David A. DeMeis, Member

STATE OF ALABAMA )

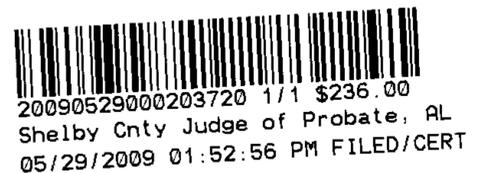
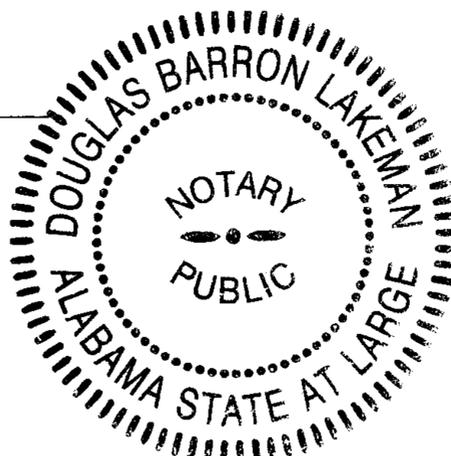
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marc DeMeis and David A. DeMeis, whose names as Members of DeMeis-HomeSouth Custom Homes, LLC, a limited liability company, is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of May, 2009.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 3.3.12

DOUGLAS BARRON LAKEMAN  
COMMISSION EXPIRES 3/3/12



Shelby County, AL 05/29/2009  
State of Alabama  
Deed Tax : \$225.00