


This instrument prepared by:
John H. Henson
4647-E Highway 280
Riverhills Shopping Center
Birmingham, AL 35242

SEND TAX NOTICE TO:
Guy Tyler
Vickie Tyler
568 Sheffield Way
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED


20091012000384990 1/1 \$81.50
Shelby Cnty Judge of Probate, AL
10/12/2009 12:28:40 PM FILED/CERT

STATE OF ALABAMA)
)
Shelby COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of **Three Hundred Thirty Nine Thousand One Hundred Eighty dollars and Zero cents \$339,180.00**) in hand paid by **Guy Tyler and Vickie Tyler** (hereinafter referred to as “GRANTEES”) to **Ridgecrest Properties LLC** (hereinafter referred to as “GRANTOR”) the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said **Guy Tyler and Vickie Tyler, as joint tenants with rights of survivorship**, the following described real estate in **Shelby County, Alabama**, to wit:

Lot 22-86, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Pages 94 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111, amended in Instrument #1996-17543, and further amended in Instrument #1999-31095, in said Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase, II, recorded as Instrument #20060605000263860, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the “Declaration.”)

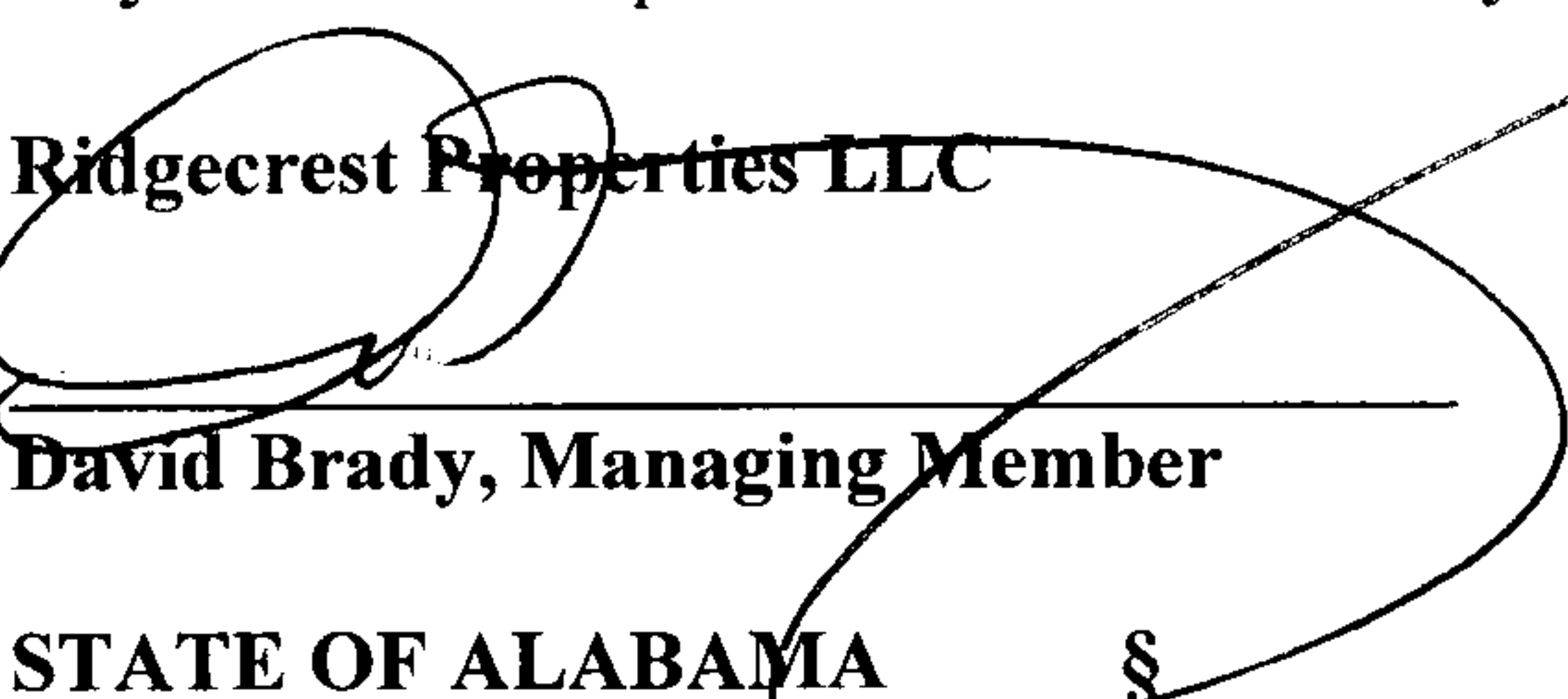
Subject to all recorded and unrecorded easements, covenants, restrictions, rights of way, overlaps and encroachments, if any, affecting the property, ad valorem taxes for the year which are a lien but which are not yet due and payable, and ad valorem taxes for future years.

\$268,900.00 of the consideration recited herein is from the proceeds of a purchase money mortgage of even date herewith.

TO HAVE AND TO HOLD, to the said **GRANTEES** as joint tenants, with rights of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance that (unless the joint tenancy 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**.

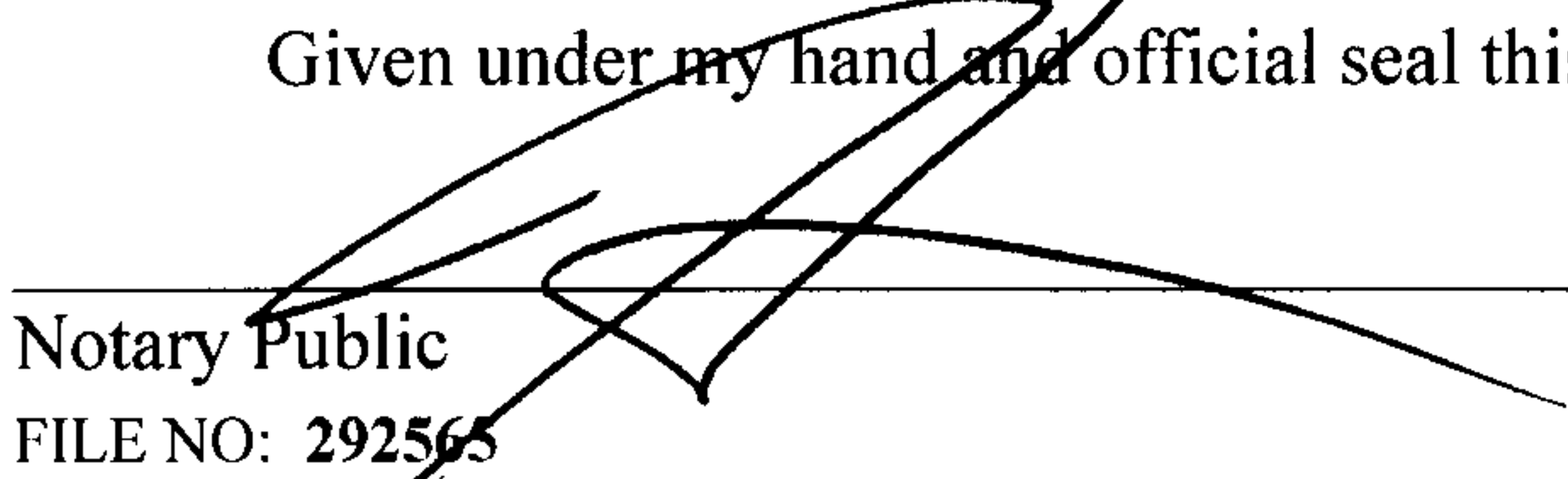
IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed by its duly authorized representative this **30th day of September, 2009**.


Ridgecrest Properties LLC
David Brady, Managing Member

STATE OF ALABAMA §
 §
JEFFERSON COUNTY §

Shelby County, AL 10/12/2009
State of Alabama
Deed Tax : \$70.50

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **David Brady**, whose name(s) is/are signed to the foregoing conveyance as the **Managing Member** of **Ridgecrest Properties LLC**, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **30th day of September, 2009**.

Notary Public
FILE NO: 292565

Commission Expires: