20101029000362050 1/2 \$17.00 Shelby Cnty Judge of Probate, AL 10/29/2010 08:37:26 AM FILED/CERT

Send tax notice to:

ANDREW T. DANEN

149 CRISFIELD CIRCLE

CALERA, AL, 35040

This instrument prepared by: Charles D. Stewart, Jr. Attorney at Law 4898 Valleydale Road, Suite A-2 Birmingham, Alabama 35242

STATE OF ALABAMA

2010401

Shelby COUNTY

Shelby County, AL 10/29/2010

State of Alabama Deed Tax : \$2.00

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That is consideration of One Hundred Twenty-Five Thousand Four Hundred and 00/100 Dollars (\$125,400.00) in hand paid to the undersigned, ADAMS HOMES, LLC (hereinafter referred to as "Grantor") by ANDREW T. DANEN and MELISSA DANEN (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 16, according to the plat of Chesapeake Subdivision, as recorded in Map Book 37 Page 123 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

## SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2009 which constitutes a lien but are not due and payable until October 1, 2010.
- 2. Building setback lines of 20 feet reserved from Crisfield Circle and 25 feet from Westerly and Southerly sides and 10 feet along Northwesterly and Southeasterly sides, as shown by recorded plat.
- 3. Public utility easements as shown by recorded plat, including an 8 foot easement along Crisfield Circle.
- 4. Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20070307000104700 in said Probate Office.
- 5. Restrictions, limitations and conditions as set out in Map Book 37, page 123, in said Probate Office.
- 6. Underground transmission granted to Alabama Power Company as shown by Inst. No. 20060828000422400 in Probate Office.

\$123,733.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantec(s) 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.

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IN WITNESS WHEREOF, the said Grantor, ADAMS HOMES, LLC, by WAYNE L. ADAMS its MANAGING MEMBER, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 29th day of September, 2010.

ADAMS HOMES, LLC

By: WAYNE LADAMS

ITS: MANAGING MEMBER

STATE OF COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WAYNE L. ADAMS, whose name as MANAGING MEMBER of ADAMS HOMES, LLC, is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 29th day of September, 2010.

DAPHNE J. FINCHER

MY COMMISSION # DD 981510

EXPIRES: August 4, 2014

Bonded Thru Notary Public Underwriters

Notary Public

Print Name:

Commission Expires: