

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue Suite 101
Birmingham, Alabama 35226


Send Tax Notice To:
Donald Lemley
21 Red Road
Calera, Al. 35040

STATUTORY JOINT TENANCY WARRANTY DEED

NEITHER TITLE NOR SURVEY EXAMINED BY PREPARER

STATE OF ALABAMA)
SHELBY COUNTY)

Shelby County, AL 11/16/2010
State of Alabama
Deed Tax : \$36.00


20101116000384810 1/2 \$51.00
Shelby Cnty Judge of Probate, AL
11/16/2010 04:14:56 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Union State Bank, herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Donald Lemley and Maple Lemley (herein referred to as Grantee, whether one or more), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 132 & 140 according to the Map of Lexington Parc, Sector 2, as recorded in Map Book 42, Page 28 in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2011 and thereafter; (2) Easements, restrictions, and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor; (4) All matters involving Lexington Parc Homeowners Association, Inc. whether existing on the date of this deed or adopted in the future; (5) All outstanding rights of redemption (it being expressly understood by Grantee by acceptance of this deed that Grantee or his successors or assigns shall not be entitled to any debt owing in the event of a redemption under the obligations from the borrower foreclosed upon to the Grantor herein; (6) Matters that would be revealed by an accurate survey, (7) All Matters shown on recorded Plat.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

15th **IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and seal, this the day of November, 2010.

Union State Bank

By:

Its: 

STATE OF ALABAMA)
Jefferson COUNTY)

CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas E. Thornton, Jr., whose name as Assistant Vice President of Union State Bank, a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 15th day of November, 2009


Notary Public

My Commission Exp. 2-10-2011

ACKNOWLEDGEMENT AND WAIVER

The undersigned being the parties to that certain transaction concerning the closing of the sale of the real property located at Lots 132 & 140 Lexington Parc Sector 2, Map Book 42, Page 28, Probate Office of Shelby County, Alabama, acknowledge that the closing attorney is James F. Burford, III.

Notwithstanding the foregoing, the parties acknowledge that James F. Burford, III represents Seller in the referenced transaction, and Purchaser acknowledges such fact, recognize that James F. Burford, III has no duty to Purchaser and expressly waives any conflict of interest which may be alleged by virtue of James F. Burford, III acting as closing agent in the referenced transaction.

Purchaser acknowledges that they have been advised to obtain any legal representation that they desire in conjunction with the referenced transaction before, during or after the closing. Purchaser and Seller have elected to proceed with the transaction without legal representation. Purchaser acknowledges that the property conveyed is subject to outstanding rights of redemption. IN CONJUNCTION WITH THIS TRANSACTION, SELLER IS NOT ASSIGNING THE DEBT TO PURCHASER. IN THE EVENT OF A REDEMPTION, PURCHASER SHALL BE ENTITLED ONLY TO THE PURCHASE PRICE OF THE PROPERTY CONVEYED TOGETHER WITH ALL OTHER LAWFUL CHARGES INCURRED BY PURCHASER WITH THE EXCEPTION OF THE BALANCE DUE ON THE DEBT TO THE SELLER.

Purchaser acknowledge that no title insurance or survey have been obtained in conjunction with this transaction and that the property conveyed will not be separately assessed for taxes until October 2012. Purchaser shall pay it's prorata share of 2011 taxes. Seller will pay all taxes due October 1, 2010. Purchaser shall be responsible to record the deed with the Probate Office of Shelby County, Alabama.

Purchaser authorizes Seller to form the Lexington Parc Homeowners Association, Inc. and to modify the Covenants for Lexington Parc. Purchaser also authorizes Union State Bank to appoint the Directors of the Association and act as the Architectural Control Committee.

Done this 15th day of November, 200~~9~~¹⁰.

PURCHASER:


Donald Lemley

SELLER:

Union State Bank

By: _____

Its: ASST Vice Pres


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