

**This deed prepared by:**

Sparks Law Firm, LLC  
2635 Valleydale Road, Suite 200  
Birmingham, AL 35244  
Direct: 205-215-8433

**Grantees Address:**

Jason M. Warram and Jennifer T. Warram  
1208 Country Club Circle  
Birmingham, AL 35244

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**WARRANTY DEED  
WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, That for and in consideration of the sum of THREE HUNDRED FIFTEEN THOUSAND and No/100ths (\$315,000.00) Dollars, and other good and valuable consideration paid to the undersigned **STEVEN SCOTT MIZZELL and KRISTI LYNAN MIZZELL, husband and wife**, (herein referred to as "Grantors"), in hand paid by **JASON M. WARRAM and JENNIFER T. WARRAM, husband and wife**, (herein referred to as "Grantees"), the receipt of which is hereby acknowledged, the said Grantors do by these presents grant, bargain, sell and convey unto the said Grantees, 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, all the Grantors' interest in the following-described real estate situated in, **SHELBY COUNTY, ALABAMA**, to-wit:

Lot 40, according to the Survey of Riverchase Country Club, Third Addition Residential Subdivision, as recorded in Map Book 7, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

**Subject to**

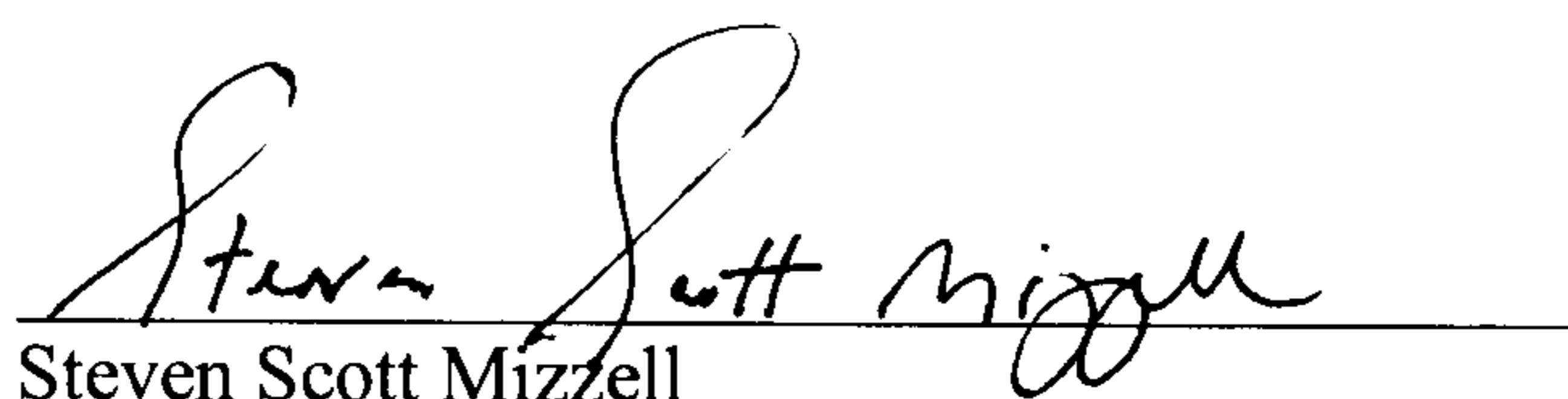
1. Easements, encroachments, building set back lines, right-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
2. All taxes for the year 2011 and subsequent years, not yet due and payable.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand and gravel, in, on and under subject property.
4. Subject to mineral and mining rights not owned by grantor.
5. Subject to any applicable zoning ordinances.
6. Subject to Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), recorded in Miscellaneous Book 14, beginning at Page 536, in the Office of the Judge of Probate of Shelby County, as amended in Miscellaneous Book 17, beginning at Page 550, in the Office of the Judge of Probate of Shelby County, Alabama, except as follows: The first sentence of Section 12.20 entitled "Construction Period" shall be deleted and the following sentence shall be inserted in lieu thereof: "With respect to each Residential Parcel, construction of the residential building is to be complete within one (1) year from date of beginning construction."
7. Subject to restrictions to use for single-family residential dwellings (with a density not to exceed one single family unit per lot) unless a change in use is authorized pursuant to Riverchase Residential Covenants, as described in Item 13 above, said restriction to be effective for the same period as the Riverchase Residential Covenants.
8. Subject to restrictions for development of a single-family residential home with a minimum of 2,500 square feet of finished floor space, unless otherwise authorized pursuant to Riverchase Residential Covenants as described in Item 13 above.
9. Subject to all matters and facts found in Map Book 7, Page 53.

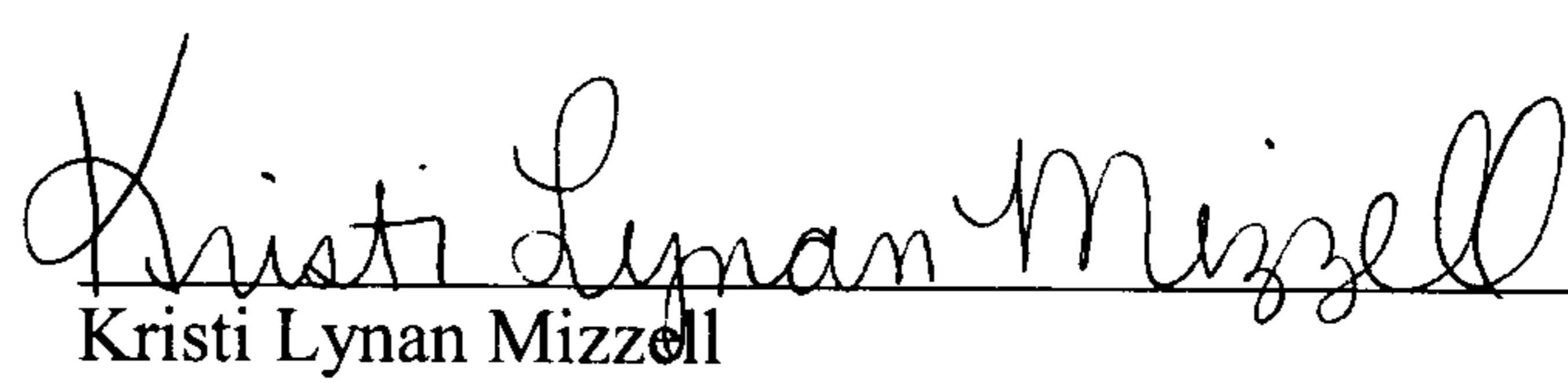
**TO HAVE AND TO HOLD** unto the said Grantees for and during their joint

lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to Grantees' heirs and assigns of such survivor forever.

GRANTORS do for Grantors' and Grantors' heirs and assigns forever hereby covenant with GRANTEEES that Grantors are lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantors have a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

**IN WITNESS WHEREOF**, the said Grantors have hereunto set their hands and seal on this 28th day of June, 2011.

  
Steven Scott Mizzell

  
Kristi Lynan Mizzell

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, hereby certify that Steven Scott Mizzell and Kristi Lynan Mizzell, whose names are each signed to the foregoing instrument or conveyance, and who are each known to me, and with full authority, acknowledged before me on this day that, being informed of the contents of the conveyance, they each, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand this the 27th day of June, 2011.

  
C. Ryan Sparks, Notary Public  
My commission expires: December 18, 2011

(SEAL)

