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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY:

LORI A. BROWN-JAMES, ESQ.
WILSON, DILLON, PUMROY & JAMES, L.L.C.
POST OFFICE BOX 2333
1431 LEIGHTON AVENUE (36207)
ANNISTON, ALABAMA 36202
TELEPHONE: (256) 236-4222

SEND PROPERTY TAX NOTICES TO:

Freida Thomason
272 Victoria Station
Maylene, Alabama 35114

STATE OF ALABAMA

COUNTY OF SHELBY

GENERAL SURVIVORSHIP WARRANTY DEED
(with concurrent grant of life estate)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantees herein, the receipt and sufficiency of such consideration is hereby acknowledged, HOMESMITH, LLC, an Alabama limited liability company (herein referred to as Grantor) does hereby grant, bargain, sell and convey unto ARLEN R. THOMASON *and* CINDY T. SAVAGE, for and during their joint lives as joint tenants 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 (herein referred to as Grantees), the following described real estate (hereafter the "real estate") located in Shelby County, Alabama, to-wit:

Lot 168, according to the survey of Cedar Grove at Sterling Gate, Section 2, Phase 3, as recorded in Map Book 26, Page 122, Shelby County, Alabama; situated, lying and being in Shelby County, Alabama.

Although Grantor intends hereby to convey fee simple title to the real estate to Grantees, this conveyance of fee simple title to the real estate to Grantees is being made expressly subject to the conveyance of a life estate only to Freida Thomason with respect to the real estate. NOTWITHSTANDING THE FOREGOING GRANT,

the life estate in favor of Freida Thomason in, and to, the real estate *shall terminate* prior to the death of Freida Thomason: (a) upon the written consent or agreement of Freida Thomason; or (b) the day following any successive period of ninety (90) days or more during which Freida Thomason shall fail to occupy the real estate as her home. Either of the Grantees, or their successors in fee simple title with respect to the real estate, may execute and place an affidavit of record in the Probate Office of Shelby County, Alabama, at any time ninety one (91) days or more following the failure of Freida Thomason to continuously occupy the real estate as her home for ninety (90) consecutive days or more which affidavit shall be deemed conclusive evidence of the facts therein described and shall operate to *automatically* terminate the life estate in favor of Freida Thomason with respect to the real estate.

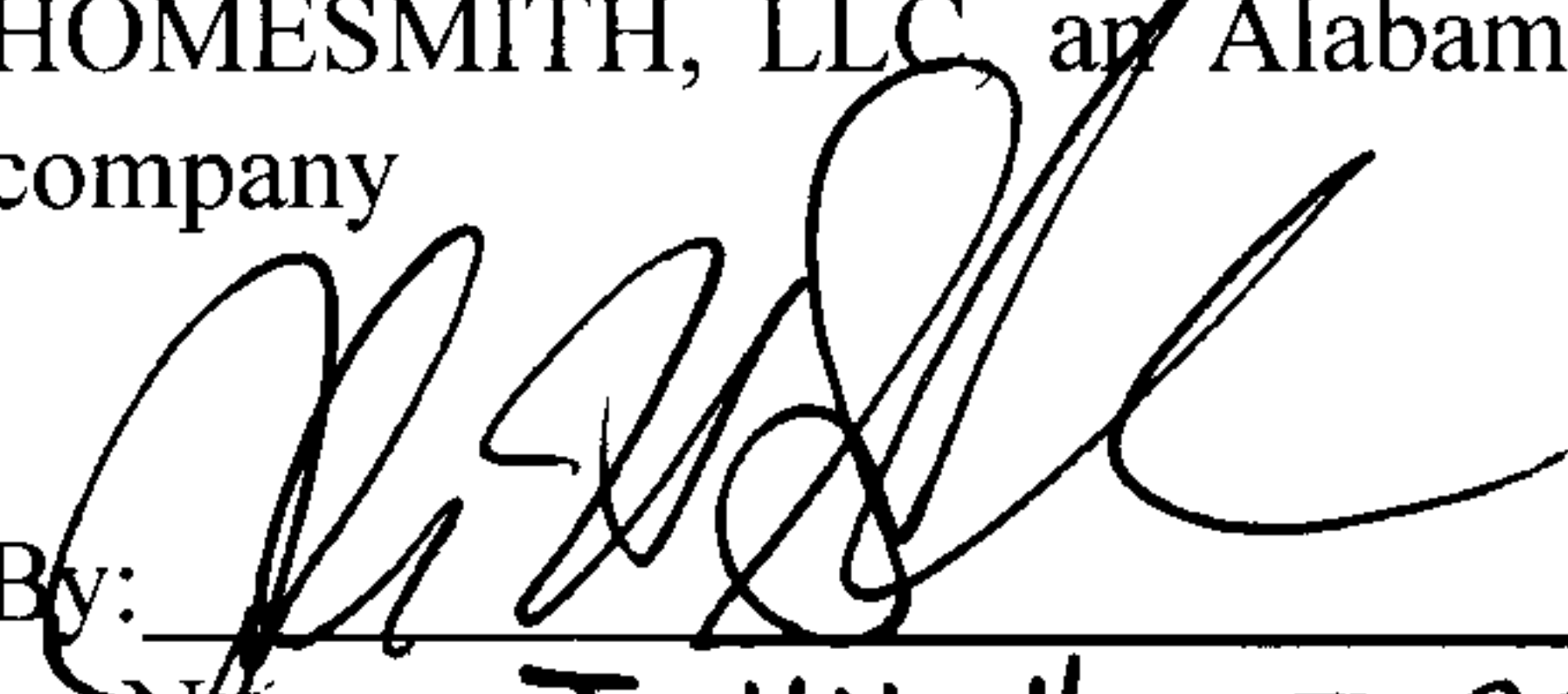
The conveyance of the real estate is further made subject to taxes for 2011 and all years subsequent thereto, easements of record, easements as located and restrictions of record, if any.

TO HAVE AND TO HOLD fee simple title to the real estate to the said Grantees, for and during their joint lives as joint tenants 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, subject to the life estate and other exceptions set out above.

HOMESMITH, LLC, an Alabama limited liability company, does, for itself and for its successors and assigns, covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple title to said real estate; that said real estate is free from all encumbrances, unless otherwise stated above; and that Grantor has a good right to sell and convey the real estate as aforesaid; that Grantor will, and its successors and assigns shall, warrant and defend the fee simple title to the real estate to said Grantees, their heirs and assigns forever, against the lawful claims of all persons subject to the conveyance of the life estate and other exceptions set out above.

IN WITNESS WHEREOF, HOMESMITH, LLC, has hereunto set its hand and seal on this the 9TH day of August, 2011, by and through its duly authorized Member.

HOMESMITH, LLC, an Alabama limited liability company

By:  (L.S.)
Name: JOHN H. STREET SR
Its: Member

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John H. Street, Jr., whose name as Member of HOMESMITH, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9th day of August, 2011.

(SEAL)


NOTARY PUBLIC

LORI A. BROWN-JAMES

Notary Public

My Commission Expires:

~~ALABAMA STATE AT LARGE~~

Commission Expires September 17, 2013