20110915000273730 1/2 \$16.00 Shelby Cnty Judge of Probate, AL 09/15/2011 02:06:38 PM FILED/CERT

Send tax notice to: PHILLIP CARR

121 HILLCREST DRIVE MONTEVALLO, AL, 35115 This instrument prepared by: Charles D. Stewart, Jr. Attorney at Law 4898 Valleydale Road, Suite A-2 Birmingham, Alabama 35242

STATE OF ALABAMA

2011316

Shelby COUNTY

WARRANTY DEED

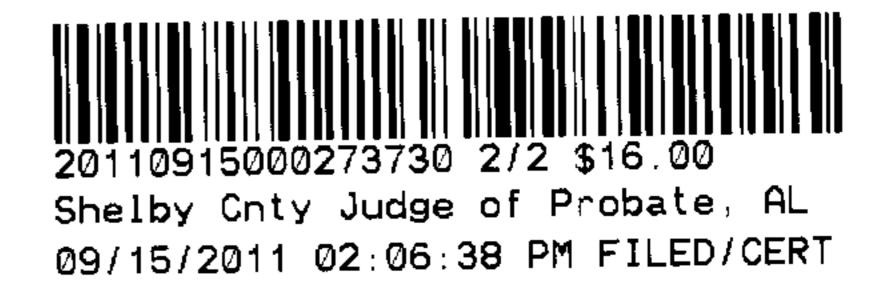
KNOW ALL MEN BY THESE PRESENTS:

That is consideration of One Hundred Seventy-Six Thousand Two Hundred Fifty and 00/100 Dollars (\$176,250.00) in hand paid to the undersigned, ADAMS HOMES LLC (hereinafter referred to as "Grantor") by PHILLIP CARR AND ERIKA CARR (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 181, ACCORDING TO THE SURVEY OF LAKES AT HIDDEN FOREST, PHASE 1, AS RECORDED IN MAP BOOK 36, PAGE 115, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2010 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2011.
- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- 3. EASEMENTS, OR CLAIMMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
- 4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMIESE.
- 5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR OHEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORDS.
- 6. ANY ADVERSE CLAIM TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO ANY SUCH PORTION SO CREATED AND RIPARIAN RIGHTS, IF ANY.
- 7. ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO GAS, OIL, SAND AND GRAVEL IN, ON AND UNDER SUBJECT PROPERTY.
- 8. BUILDING SETBACK LINE RESERVED OF 25 FEET FROM HILLCREST DRIVE AND FROM REAR, AND 7 FEET ON EACH SIDE AS SHOWN BY PLAT.
- 9. UTILITY EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 5 FOOT EASEMENT ALONG EACH SIDE FOR DRAINAGE.
- 10. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET OUT IN INST. #20051102000570720 AND INST. #20061120000567220 IN PROBATE OFFICE.
- 11. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 36, PAGE 115, IN SAID PROBATE OFFICE.



\$180,039.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantee(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.

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 9th day of September, 2011.

ADAMS HOMES LLC

BY: WAYNE L. ADAMS ITS: MANAGING MEMBER

STATE OF FLORIDA COUNTY OF ESCAMBIA

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 9th day of September, 2011.

DAPHNE J. FINCHER EXPIRES: August 4, 2014 Bonded Thru Notary Public Underwriters Notary Public

Print Name: Daphne J. Fincher Commission Expires: