

Send tax notice to:

MILIE J. AVERY  
1012 CONNER CIRCLE  
ALABASTER, AL, 335007

This instrument prepared by:

Charles D. Stewart, Jr.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA

2011298

Shelby County, AL 09/15/2011  
State of Alabama  
Deed Tax: \$216.50

Shelby COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Two Hundred Sixteen Thousand Two Hundred Fifty and 00/100 Dollars (\$216,250.00) in hand paid to the undersigned, ADAMS HOMES LLC, An Alabama Limited Liability Company (hereinafter referred to as "Grantor") by MILIE J. AVERY and DONNA AVERY (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 427, ACCORDING TO THE SURVEY OF SILVER CREEK, SECTOR III, PHASE II,, AS RECORDED IN MAP BOOK 36, PAGE 104, 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 CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORDS.
5. 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.
6. 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.
7. BUILDING SETBACK LINE RESERVED OF 35 FEET FROM CONNER CIRCLE AND 35 FEET FROM REAR OF LOT AS SHOWN BY PLAT.
8. UTILITY EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING 7.5 FEET ALONG SOUTH SIDE OF LOT.
9. RESTRICTIONS, COVENANTS, AND CONDITIONS.
10. EASEMENT TO ALABAMA POWER COMPANY, AS SHOWN BY INSTRUMENT RECORDED IN INSTRUMENT #20050804000396630 IN SAID PROBATE OFFICE.
11. EASEMENT TO ALABAMA POWER COMPANY, AS SHOWN BY INSTRUMENT RECORDED IN INSTRUMENT #20050804000396640 AND INSTRUMENT #20071114000522120 IN SAID PROBATE OFFICE.
12. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 36, PAGE 104, IN SAID PROBATE OFFICE.

\$ -0- 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 26th day of August, 2011.

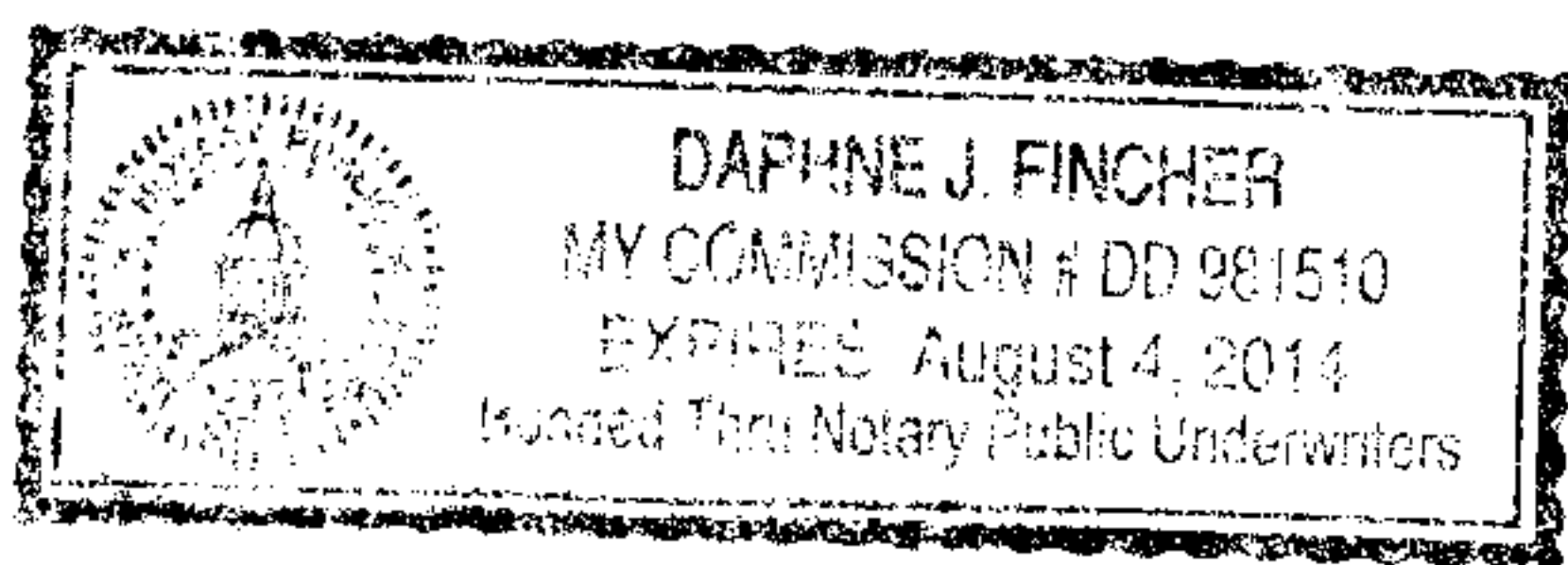
ADAMS HOMES LLC

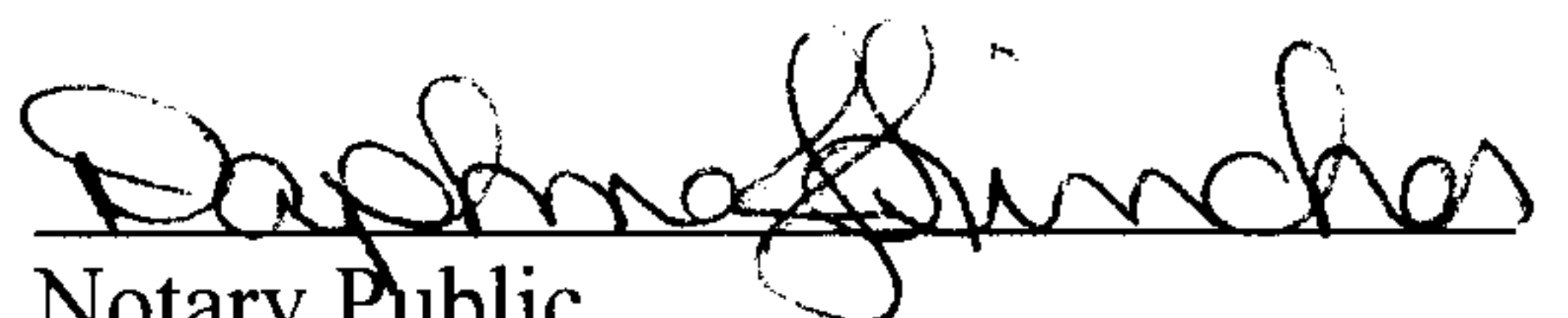
  
BY: WAYNE L. ADAMS  
ITS: MANAGING MEMBER

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 26th day of August, 2011.



  
Notary Public  
Print Name: Daphne J. Fincher  
Commission Expires: 8/4/14