

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Shelby County, AL 11/03/2011
State of Alabama
Deed Tax:\$79.00

SEND TAX NOTICE TO:
Ronnie C. Knight
Ladie P. Knight

1168 BARKLEY LANE
BIRMINGHAM, AL 35242

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Ninety-Four Thousand Twenty and No/100, (\$394,020.00), DOLLARS, in hand paid to the undersigned, Thomas Marquardt, and spouse, Wanda Marquardt, (hereinafter referred to as "GRANTORS"), by Ronnie C. Knight and spouse, Ladie P. Knight, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEEES as joint tenants with right of survivorship the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 28, according to the Survey of Barkley Square, as recorded in Map Book 27, Page 32, in the Office of the Probate Judge of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2012, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
3. Easement and building lines as shown on recorded map(s), including but not limited to any notes, conditions and restrictions.
4. Restrictions appearing of record in Instrument No. 2000-24356, but deleting any restrictions based on race, color, creed or national origin.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Real 131, Page 763; Real 14, Page 424; Deed Book 320, Page 30; Instrument No. 1993-7531; Deed Book 348, Page 751; Deed Book 333, Page 158 and Deed Book 333, Page 163.
6. Title to all minerals within an underlying the property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 48, Page 427, and any damages relating to the exercise of such rights or the extraction of such minerals.
7. Easement Agreement by and between 2154 Trading Corporation and Southern Life and Health Company as set out in Real 169, Page 384.
8. Declaration of Protective Covenants as set out in Instrument No. 2000-1845.

9. Deed and Agreement by and between Metropolitan Life Insurance Company, Inverness Point Homeowner's Associations, Inc., and the City of Hoover, Alabama, in regard to sanitary sewage treatment facility recorded in Real 314, Page 561 and Agreement and Assignment recorded in Real 328, Page 64 and Supplemental Deed and Agreement recorded in Real 365, Page 876.
10. Easement to Alabama Power Company as set out in Instrument No. 2001-18569.

\$315,216.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD UNTO the said GRANTEES 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.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 31st day of October, 2011.

Thomas Marquardt by Wanda Marquardt (SEAL)
Thomas Marquardt by Wanda Marquardt as attorney in fact
as attorney in fact
Wanda Marquardt (SEAL)
Wanda Marquardt

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Thomas Marquardt by Wanda Marquardt as attorney in fact and spouse, Wanda Marquardt, individually, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, Wanda Marquardt as attorney in fact for Thomas Marquardt and she, individually, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of October, 2011.

[Signature]
NOTARY PUBLIC
My commission expires: 5-21-12