

THIS INSTRUMENT PREPARED BY:

R. Timothy Estes, Esq.  
Estes, Sanders & Williams, LLC  
4501 Pine Tree Circle  
Vestavia Hills, Alabama 35243

SEND TAX NOTICE TO:

Ryan O. Schwoebel  
154 Chesser Loop Rd  
Chelsea, AL 35043

**STATUTORY WARRANTY DEED**  
**Joint Tenants with Rights of Survivorship**

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY )

That in consideration of One Hundred Seventy-One Thousand Three Hundred Fifty-Two and 00/100 Dollars (\$171,352.00) and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof are acknowledged,

**D.R. Horton, Inc. - Birmingham**

(herein referred to as GRANTORS, whether one or more) does, grant, bargain, sell and convey unto

**Ryan O. Schwoebel and Julie C. Schwoebel**

(herein referred to as GRANTEE, whether one or more), all of its right, title and interest in and to that certain real estate situated in SHELBY County, Alabama, to-wit:

**Lot 139, according to the Amended Map of Cottages at Chesser Phase II, recorded in Map Book 38, page 49, in the Office of the Judge of Probate Shelby County, Alabama.**

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Cottages at Chesser as recorded in Instrument 20040511000248910, First Amendment to Declaration as recorded in Instrument 20091008000381600 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which together with all amendments thereto, is hereinafter referred to as the "Declaration").

Mineral and mining rights excepted. Subject to current taxes, conditions, covenants, easements and restrictions of record. \$174,848.00 of the consideration was paid from a mortgage loan closed simultaneously herewith.

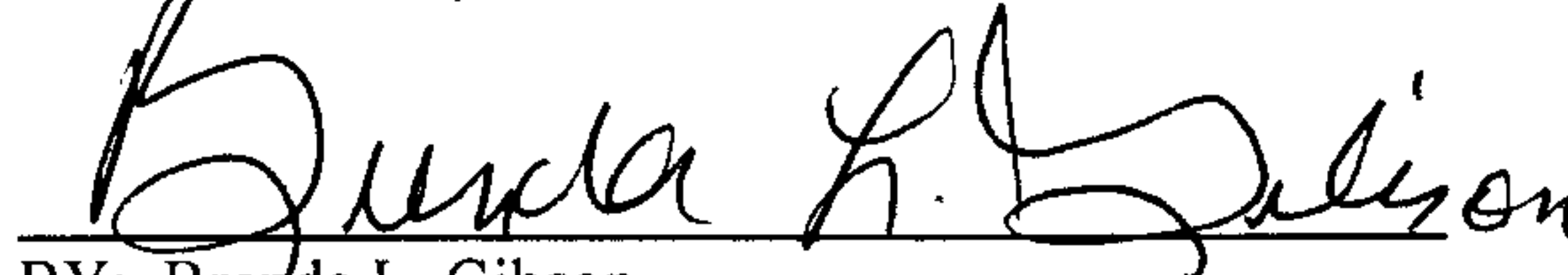
**TO HAVE AND TO HOLD**, unto the said GRANTEE as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) 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.

By acceptance of this Deed, Grantees hereby covenant and agree for themselves and their heirs and assigns that the Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property conveyed herein or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations, deposits or conditions) under or on said property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons or entities holding under or through Grantees.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

**IN WITNESS WHEREOF**, the said GRANTOR by its Assistant Secretary who is authorized to execute this conveyance, hereto set her signature and seal this the 30th day of November, 2011.

D. R. HORTON, INC. - BIRMINGHAM



BY: Brenda L. Gibson

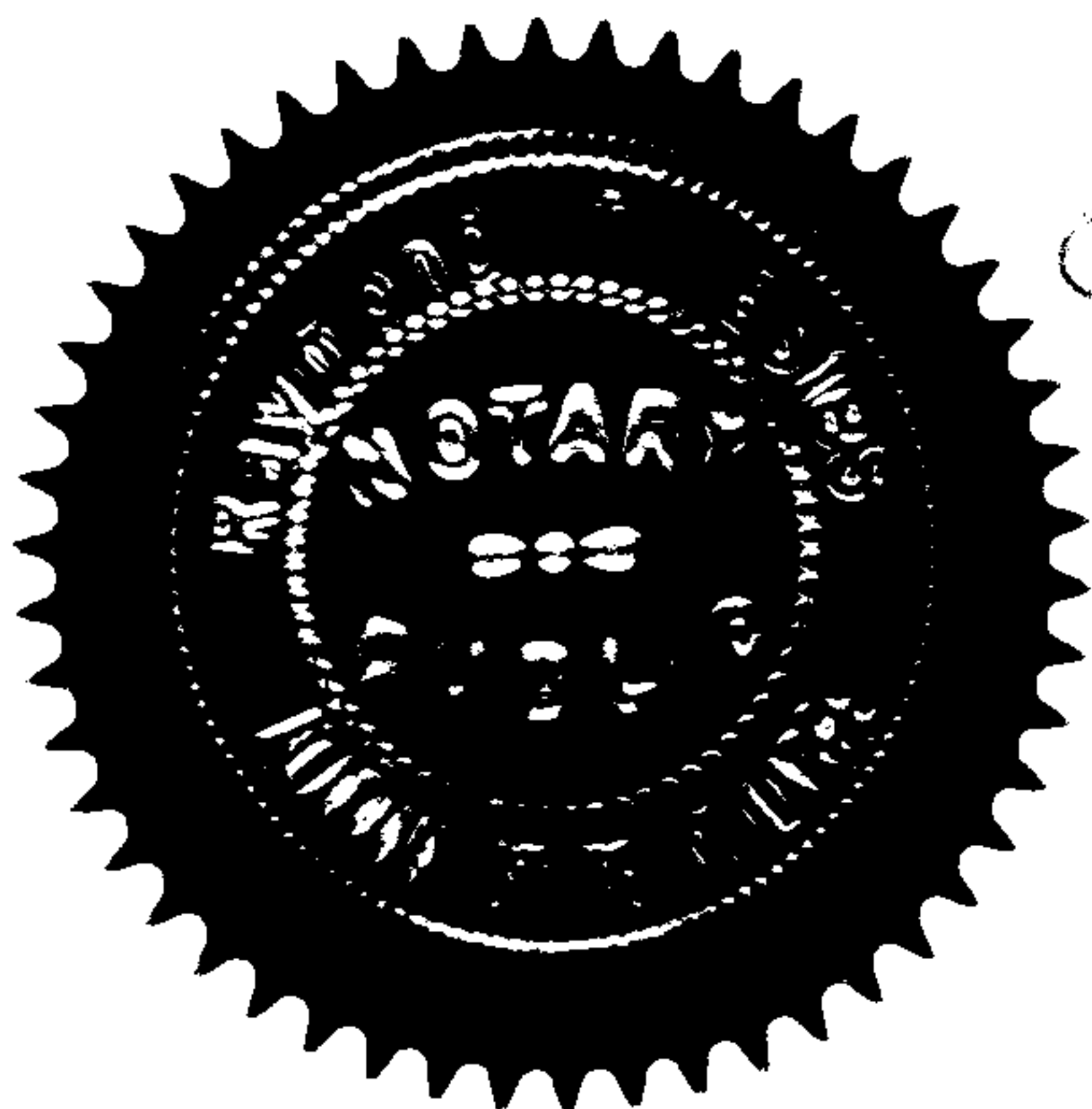
ITS: Assistant Secretary

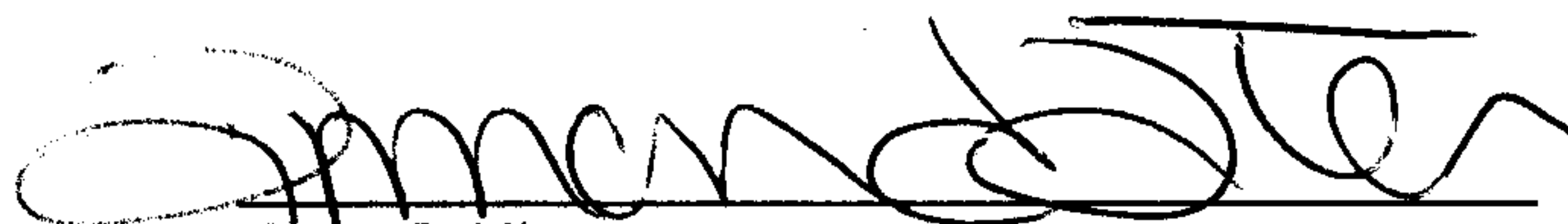
STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, R. Timothy Estes, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brenda L. Gibson whose name as Assistant Secretary of D.R. HORTON, INC. - BIRMINGHAM a corporation, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, the 30th day of November, 2011.





Notary Public

My Commission Expires: 07/11/15



20120106000007650 1/1 \$13.00  
Shelby Cnty Judge of Probate, AL  
01/06/2012 02:00:34 PM FILED/CERT

11-29-2011