

THIS INSTRUMENT PREPARED BY:

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



20120229000071640 1/1 \$13.00
Shelby Cnty Judge of Probate, AL
02/29/2012 02:45:58 PM FILED/CERT

SEND TAX NOTICE TO:

Jacqueline M. Flater
356 Lacey Avenue
Maylene, AL 35114

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-Two Thousand Seven Hundred Sixty-Five and 00/100 Dollars (\$172,765.00)** 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

Jacqueline M. Flater and Gary C. Flater

(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 97, according to the Survey of Lacey's Grove, Phase 2, as recorded in Map Book 38, page 19, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted. Subject to current taxes, conditions, covenants, easements and restrictions of record. \$176,290.00 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 27th day of February, 2012.

D. R. HORTON, INC. - BIRMINGHAM

BY: Brenda L. Gibson

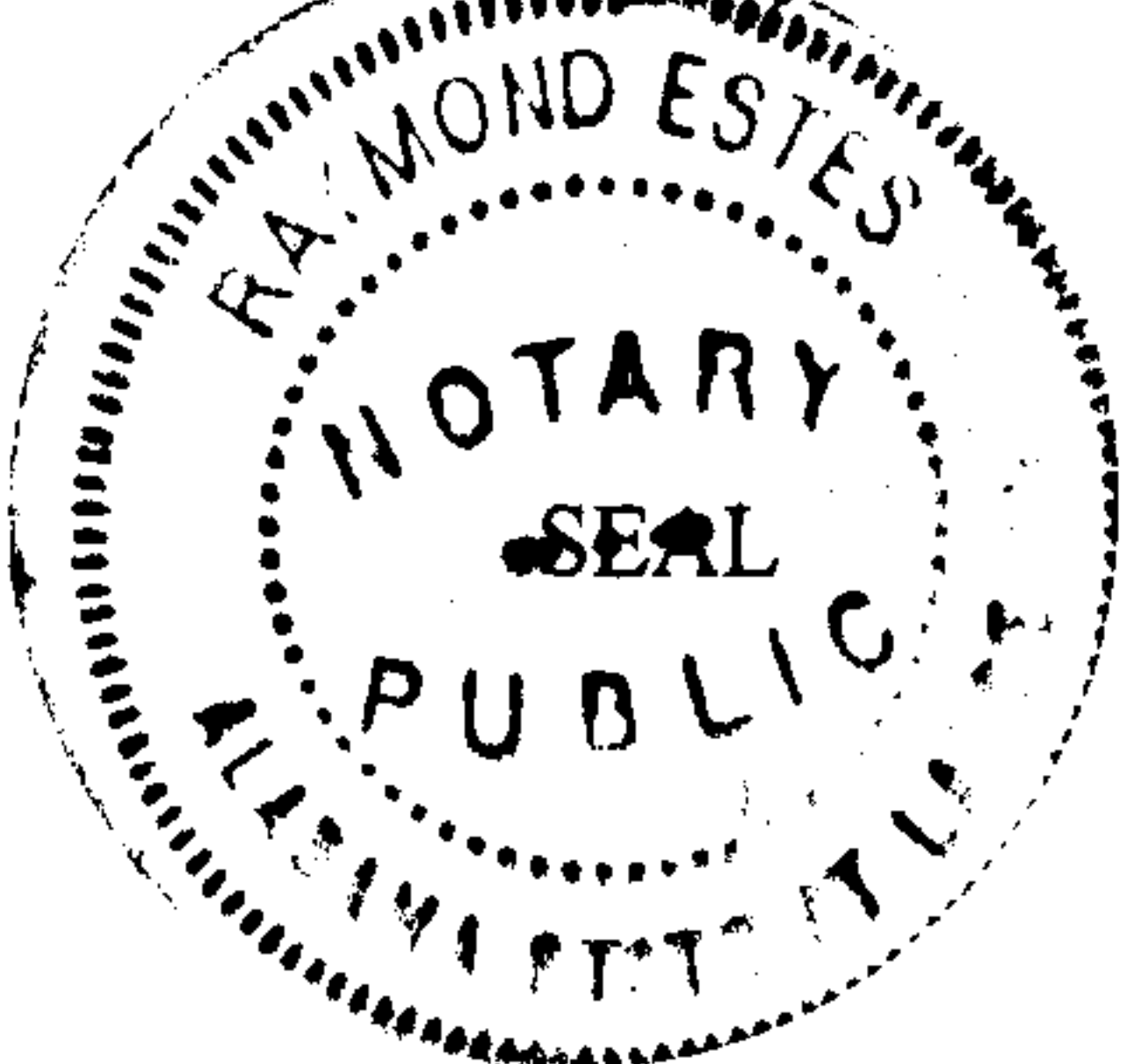
ITS: Assistant Secretary

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 27th day of February, 2012.



R. Timothy Estes - Notary Public

My Commission Expires: 07/11/15

12-01-12