

This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC1200089

Nicholas James Smith
Kwanza Carter Smith
514 Greenbrier Way
Hoover, AL 35244



20120629000230050 1/2 \$39.50
Shelby Cnty Judge of Probate, AL
06/29/2012 01:11:57 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

**STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Eighty-Seven Thousand Sixty-Seven and NO/100 Dollars (\$487,067.00) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by Nicholas James Smith and Kwanza Carter Smith ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees (As Joint Tenants With Rights of Survivorship) the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 14, according to the Amended Plat of Heatherwood, 5th Sector, as recorded in Map Book 41, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama.

\$462,714.00 of the consideration was paid from the proceeds of a mortgage loan.

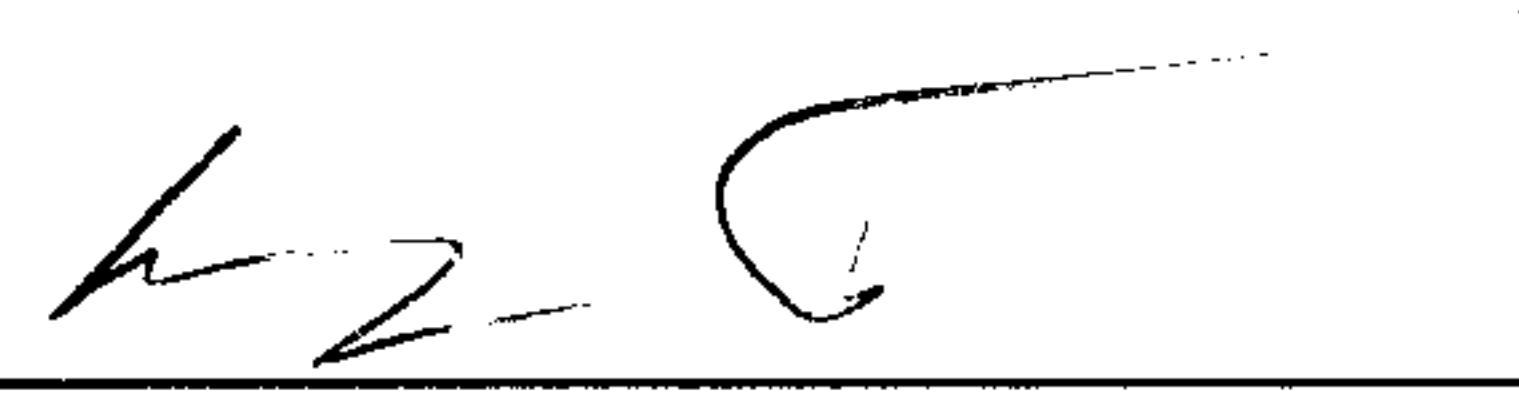
Subject to: (1) Ad valorem taxes due and payable October 1, 2012 and all subsequent years thereafter; (2) Fire district, municipal or other assessments for 2012 and subsequent years not yet due and payable; (3) Mineral and mining rights not owned by Grantor; (4) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration which is incorporated herein by reference in its entirety; as recorded in Inst. #20030411000221760 corrected in Inst. No. 20070111000016540 and Inst. No. 20080104000002410 in the Probate Office of Shelby County, Alabama and (5) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability, claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions known or unknown under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property (including, without limitation, radon, sinkholes, underground mines, tunnels, limestone formations and deposits, failure of Common Area slopes, or trees, rocks, water or other objects from Common Areas).

TO HAVE AND TO HOLD, to 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 Grantee 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 Grantee herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its CEO, William L. Thornton, III, CEO, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 11th day of June, 2012.

THORNTON NEW HOME SALES, INC.

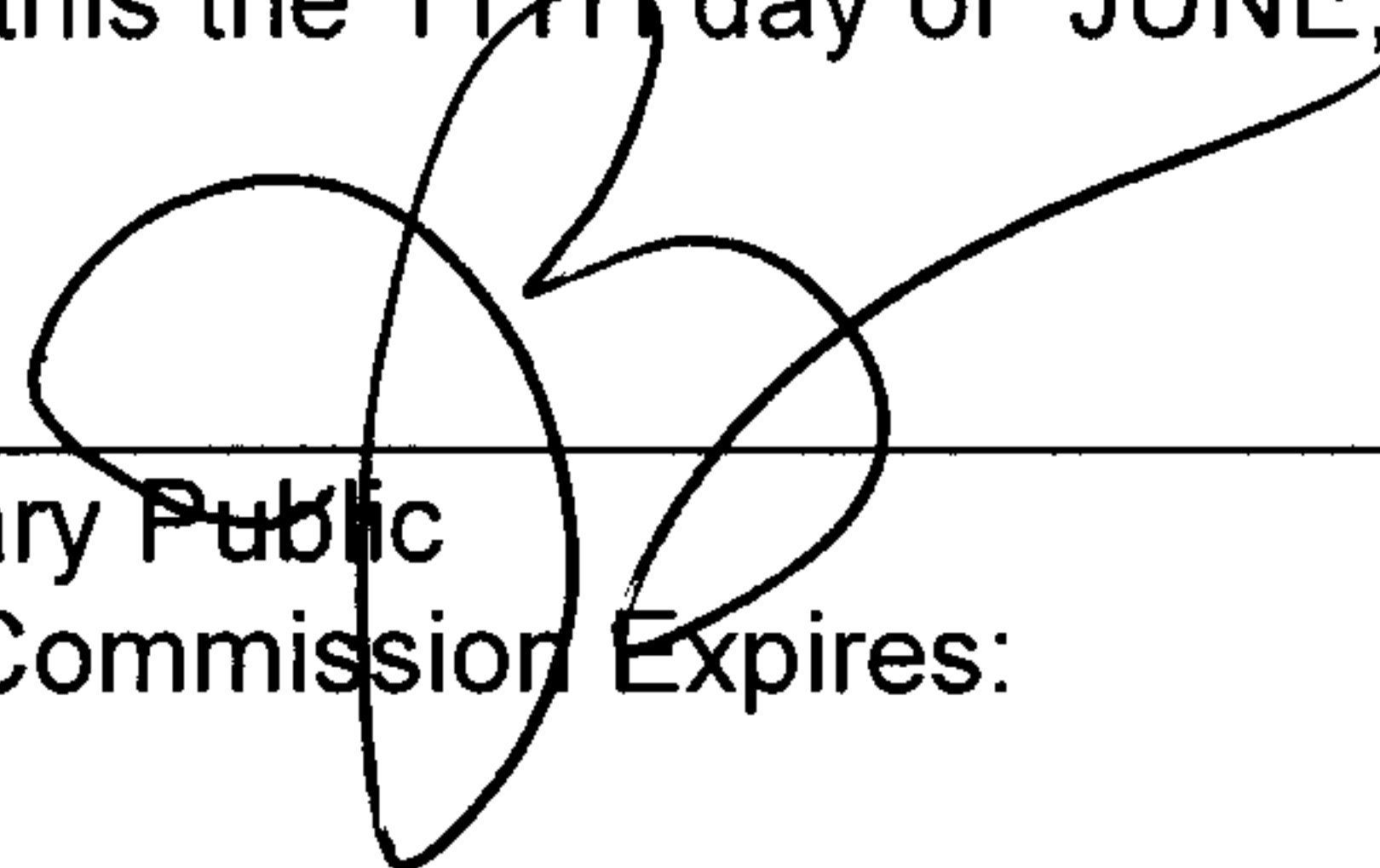
By: 
WILLIAM L. THORNTON, III, CEO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County and State, hereby certify that WILLIAM L. THORNTON, III whose name as CEO of Thornton New Home Sales, Inc., an Alabama 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 11TH day of JUNE, 2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 12, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITER
Notary Public
My Commission Expires:



[SEAL]


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