

This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East  
Suite 290E  
Birmingham, Alabama 35223

Send Tax Notice to:  
ANDY W. LAMON and  
BRIDGETTE T. LAMON  
*100 Ashford Circle*  
*Birmingham, AL 35292*

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THREE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED and NO/100 Dollars (\$375,900.00) to the undersigned grantor, NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national chartered bank (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national chartered bank, does by these presents, grant, bargain, sell and convey unto ANDY W. LAMON and BRIDGETTE T. LAMON (hereinafter referred to as "Grantees", whether one or more), as joint tenants with right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 724, according to the Map of Highland Lakes, 7th Sector, an Eddleman Community, as recorded in Map Book 20, Page 58 A, B & C, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 7th Sector, recorded as Instrument #1995-28389 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 1997, and all subsequent years thereafter, including any "roll-back taxes."
- (2) 7.5 foot easement on Southwest side and 10 foot easement on Southeast side, as shown by recorded plat.
- (3) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, in said Probate Office, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Seventh Sector, as recorded as Instrument #1995-28389, in said Probate Office.
- (5) Subdivision restrictions shown on recorded plat in Map Book 20, Page 58 A, B and C, provide for construction of single family residence only.

\$80,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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(6) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Instrument Book 28, Page 237, in said Probate Office.

(7) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:

- (a) Front setback: as per plot plan which must be approved by the ARC
- (b) Rear setback: 35 feet
- (c) Side setback: 15 feet

(8) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, page 408, Book 109, page 70; Book 149, page 380; Book 173, page 364, Book 276, page 670, Book 134, page 408, Book 133, page 212, Book 133, page 210, and Real Volume 31, page 355 in said Probate Office.

(9) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Book 196, page 246 in said Probate Office.

(10) Agreement with Alabama Power Company as to covenants pertaining thereto, recorded as Instrument #1994-1186, in said Probate Office.

(11) Rights of riparian owners in and to the use of Lake, if any.

(12) Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd., providing for easements, use by others, and maintenance of Lake Property described within Instrument #1993-15705 in said Probate Office.

(13) Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.

(14) Owners of "Park Lots" are required to comply with special landscaping requirements as set forth in Article 6.8 (h) of the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, A Residential Subdivision Seventh Sector, as recorded in Instrument #1995-28389, in said Probate Office.

(15) Conditions, restriction and exceptions as set forth in Instrument #1996/42643, in the Probate Office of Jefferson County, Alabama.

(16) Subject to all statutory rights of redemption arising by virtue of that foreclosure deed dated August 6, 1997 and recorded in August 6, 1997 in Instrument #1997-24771; said rights run for one year from August 6, 1997.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil,

subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

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 joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event oone grantee herein survuives 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 has hereunto set its hand by its duly authorized officer this 1st day of ~~November~~, 1997.  
December 1998

GRANTOR:  
NATIONAL BANK OF COMMERCE OF BIRMINGHAM  
a national chartered bank

By: H. F. Bradford  
Its OREO Officer

HIGHLAND LAKES - 7th Sector  
Lot 724 - ANDY W. LAMON and BRIDGETTE T. LAMON



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that H. Franklin Bradford, whose name as OREO Officer of NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national chartered bank, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said nationally chartered bank.

Given under my hand and official seal of office this the 1st day of ~~November~~, 1997.  
December 1998

[Signature]  
NOTARY PUBLIC  
My Commission expires: 5-25-99

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

  
ANDY W. LAMON  
  
BRIDGETTE T. LAMON

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ANDY W. LAMON and BRIDGETTE T. LAMON, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of December 1997.

  
NOTARY PUBLIC

My Commission expires: 5-25-99

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