

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of Seventy Thousand Two Hundred Sixty Seven and 10/100 Dollars (\$70,267.10) to the undersigned Grantor, Patrick A. Thornton, an Individual (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Jackie Williams Company, Inc. (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 2806 and 2807 according to the Survey of Weatherly Highlands, The Cove - Sector 28, Phase I, as recorded in Map Book 27 Page 99 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

The above recited consideration was paid from a Mortgage loan closed simultaneously herewith. Subject to the exceptions listed on the attached Exhibit A.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and for its successors and assigns, that Grantor, shall be liable for and Grantee hereby waives and releases Grantor and his respective successors and assigns from any liability 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 persons who enter upon any portion of the Property as a result of any past, present or future, natural or man-made soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor. The property conveyed herein is being conveyed "AS IS, WHERE IS". Grantee, by acceptance of this deed, further acknowledges, covenants and agrees for itself, and for its successors and assigns, that Grantor, has made nor makes any representations or warranties, either express or implied, as to the physical condition of the Lots, the suitability of the Lots for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Lots. Further, Grantee acknowledges that Grantor has made nor makes any representation or warrant that any utility company or utility provider will provide utility services to the Lots and it shall be the sole responsibility of the Grantee to ascertain that such services are available and will be provided to the Lots, and, except for the sewer impact fees and water tap fees already paid for Lot 2806, Grantee shall be responsible for the payment of any reservations, tap, impact, service, demand, use, license, permit and other fees, charges, costs and expenses charged by any of the applicable utility companies or utility providers to provide any utility service to the Lots.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning,

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SHELBY COUNTY JUDGE OF PROBATE

003 MSB 18.00

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holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR'S acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, who is authorized to execute this conveyance, has set its signature and seal, this 10th day of July, 2001.

By: Patrick A. Thornton
Patrick A. Thornton

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patrick A. Thornton, an Individual, 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, has such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of July, 2001.

Marie E. Culson
Notary Public

My commission expires: July 8, 2005

(SEAL)

EXHIBIT A

Rights or claims of parties in possession not shown by the public records.

Easements, or claims of easements, not shown by the public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Any adverse claim to any portion of said land which has been created by artificial means or has acc ? to any such portion so created and riparian rights, if any.

Taxes of special assessments which are not shown as existing liens by public records.

Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.

General and special taxes or assessments for 2001 and subsequent years not yet due and payable.

Building setback lines and Easements as shown by recorded plat.

Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst.#2000-38939 in Probate Office.

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 in Inst.#1999-46871 and Inst.#2000-28449 in Probate Office.

Non-exclusive easement for ingress, egress and utilities as set out in Inst.#1995-6002 in Probate Office.

Covenants and agreement for water service and tap fees as set out in Inst.#1995-6003 in Probate Office.

Non-exclusive perpetual easement for ingress and egress and utilities as set out in Inst.#1993-37546; with Assignment recorded as Inst.#1993-40410 in Probate Office.

Restrictions, limitations and conditions as set out in Map Book 27 Page 99.

Easement for Egress/Ingress and Utilities as set out in Inst.#1999-47153 in Probate Office. (Affects access)

Release(s) of damages as set out in instrument(s) recorded in Inst.#2001-1441 in the Probate Office of Shelby County.

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