

THIS INSTRUMENT PREPARED BY: James J. Odom, Jr. P.O. Box 11244 Birmingham, AL 35202-1244

SEND TAX NOTICE TO: Parade Home Builders, Inc. 2057 Valleydale Road, Suite 200 Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

know all Men by these presents that in consideration of Ninety-Nine Thousand and No/100 (\$99,000.00) Dollars to the undersigned grantors, B. Wayne Hall and wife, Lisa F. Hall, in hand paid by Parade Home Builders, Inc., the receipt whereof is hereby acknowledged, the said B. Wayne Hall and wife, Lisa F. Hall (referred to herein as "Grantors"), do by these presents, grant, bargain, sell and convey unto the said Parade Home Builders, Inc. (herein referred to as "Grantee") the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 19, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

SUBJECT TO:

- 1. Current taxes.
- 2. Building set back line of 50 feet reserved from Southlake Parkway and Woodwind Circle as shown by plat.
- 3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213, in Probate Office.
- 4. 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 Deed Book 259, Page 635, in Probate Office.
- Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in Probate Office.
- Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in Probate Office.
- 7. Restrictions, covenants, and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street that is over and upon what is now dedicated and known as Southlake Parkway.
- Agreement regarding ownership, maintenance and use of lake in Misc. Book 7, Page 777, as to the use of the lake property.
- Ovenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions, or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3, in Probate Office.
- 10. Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 2, at Page 298; Misc. Book 16, at page 768; Real 257, at Page 3; and Map Book 14, at Page 31, in Probate Office.
- Agreement with Alabama Power Company as to underground cables recorded in Real 290, at Page 996.
- Restrictive covenants as set out in Real 364, a Page 395, in Probate Office.

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Flood easement in Deed Book 284, at Page 881, as set out on Survey by Gay & Martin, Inc. dated September 1989.

Easements as shown by recorded plat, including 10 feet on the Northwesterly and Northeasterly sides of lot.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced by deed(s) recorded in Inst. 2000-12851 in the Probate Office.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

And Grantors do for themselves, their heirs and assigns, covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of the Premises; that the Premises are free from all encumbrances, except as noted above; that Grantors have a good right to sell and convey the Premises as aforesaid; that Grantors will, and their heirs and assigns shall, warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this the 26th day of February, 2003.

WITNESSES:

a. Markael

a. Marshael

B. Wayne Hall

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Lica F Hall

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that B. Wayne Hall and wife, Lisa F. Hall, 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 seal this $\frac{26^{44}}{2}$ day of February, 2003.

Notary Public Marshall

My Commission Expires: 3/13/07