STATUTORY WARRANTY DEED

This instrument was prepared by		Send Tax Notice To: Irwin	
(Name) <u>Larry L. Halcomb</u>		address	Crossings Lane
(Address) Birmingham, Alaba CORPORATION	ama 35209 EODM WARDANTY DEED IO		T, AL 35242 JDER TO SURVIVOR
	PORTE WARRANT POLICE, JOI		
STATE OF ALABAMA COUNTY OF SHELBY	KNOW ALL MEN BY TH	IESE PRESENTS,	
That in consideration of TWO HUNDR	ED SEVENTY THREE THO	USAND SEVEN HUNDRED T	WENTY FIVE & NO/100 DOLLAR (\$273,725.00)
to the undersigned grantor, Har	bar Construction Com	pany, Inc.	
(herein referred to as GRANTOR), in GRANTOR does by these presents, gran	t bargain call and convey unto	S herein, the receipt of which is Irwin H. Fingerman &	
(herein referred to as GRANTEES) for them in fee simple, together with even in Shelby County, Ala	very contingent remainder and	right of reversion, the followin	f them, then to the survivor of g described real estate, situated
Lot 374, according to the Book 33, Page 154, in the County, Alabama.			
Minerals and mining righ	ts, together with re	lease of damages, exc	epted.
Subject to taxes for 200			
Subject to conditions on Subject to items on atta			20050401000150560 1/3 \$76.00 Shelby Cnty Judge of Probate, AL
subject to items on atta	CHEU BAHLDIC D.		04/01/2005 03:27:48PM FILED/CERT
			Shelby County, AL 04/01/2005 State of Alabama
			Deed Tax: \$59.00
TO HAVE AND TO HOLD, them, then to the survivor of them in remainder and right of reversion.	To the said GRANTEES for fee simple, and to the heirs an	and during their joint lives and during their joint lives and description of such survivor foreverse	nd upon the death of either of er, together with every contingent
IN WITNESS WHEREOF, the sa who is authorized to execute this convey	, 		March 19 2005.
ATTEST:		Harbar Constructi	on company, Inc.
	<u></u>	$\mathbf{p}_{\mathbf{r}}$	w, Vice President
STATE OF ALABAMA COUNTY OF JEFFERSON			
State, hereby certify that Denney whose name as Vice President a corporation, is signed to the foreging informed of the contents of the contents.	going conveyance, and who is	Construction Company, known to me, acknowledged be	fore me on this day that, being
the act of said corporation, Given under my hand and officia	al seal, this the 28th	lay of March	14 2005.
My Commission Expires:	: 1/23/06	Larry L. Halcon	

EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor 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 the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

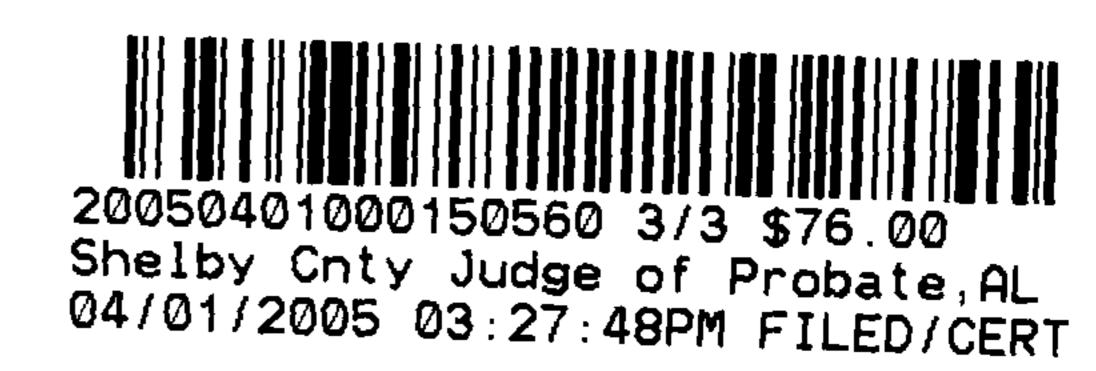


EXHIBIT "B"

Easement of undetermined size along rear lot line, as shown on recorded map.

Title to all oil, gas and minerals within and underlying the premises, together with all oil mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.

Right of Way to Shelby County as recorded in Volume 233, Page 700, in Volume 216, Page 29, and in Volume 282, Page 115.

Right of Way to Alabama Power Company as recorded in Real Volume 142, Page 148.

Right of Way to the City of Hoover as recorded in Instrument #2000-40742, Instrument #2000-40741 and Instrument #2000-25988.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument #2002-02381 and amendments thereto.

Easement for ingress and egress in Instrument #1997-20513.

Release of damages as set forth in Instrument #1997-23467.

Easement to Alabama Power Company as recorded in Instrument #20040204000057760.