


THIS INSTRUMENT PREPARED BY:  
Kristy Liggan Riley, Esq.  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
Michael R. Southern and Beverly E. Southern  
1006 Watermill Circle  
Birmingham, AL 35242

STATE OF ALABAMA  
SHELBY COUNTY

**STATUTORY WARRANTY DEED**

  
20051103000571860 1/2 \$353.50  
Shelby Cnty Judge of Probate, AL  
11/03/2005 10:59:49AM FILED/CERT

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Four Hundred Forty-Nine Thousand Four Hundred and no/100 Dollars (\$449,400.00) to **BRADY RESIDENTIAL CONSTRUCTION, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **MICHAEL R. SOUTHERN and BEVERLY E. SOUTHERN** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 329, according to the map or survey of Highland Lakes, 3<sup>rd</sup> Sector, Phase V, an Eddleman Community, as recorded in Map Book 24, Page 60, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2005 and subsequent years, not yet due and payable.
2. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development, Ltd. providing easements, use by others, and maintenance of Lake Property described within Instrument Number 1993-15705, of the Official records of Shelby County, Alabama.
3. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lake Properties, Ltd., recorded as Instrument Number 1993-15704, of the Official records of Shelby County, Alabama.
4. Mineral and mining rights as recorded in Book 28, Page 237, of the Official records of Shelby County, Alabama.
5. Subdivision restrictions as recorded in Map Book 23, Page 165, of the Official records of Shelby County, Alabama.
6. Restrictions and Covenants as recorded in Instrument Number 20050405000157010, of the Official records of Shelby County, Alabama, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
7. Right of way to Shelby County, Alabama recorded in Book 95, Page 503, of the Official records of Shelby County, Alabama.
8. Rights of riparian owners in and to the use of Lake, if any.
9. Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
10. 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 Number 1994-07111, aforesaid records, along with Articles of Incorporation of Highland Lakes Residential Association, Inc., as recorded as Instrument Number 9407/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
11. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Third Sector, Phase V, as recorded as Instrument Number 1998-29633, of the Official records of Shelby County, Alabama.

**\$110,000 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.**

11/3/05

**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Brady Residential Construction, LLC; (ii) the agents, employees, contractors and subcontractors of Brady Residential Construction; (iii) any successors and assigns of Brady Residential Construction; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. 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.

**IN WITNESS WHEREOF**, Grantor, BRADY RESIDENTIAL CONSTRUCTION, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 20<sup>th</sup> day of October, 2005.


**BRADY RESIDENTIAL CONSTRUCTION, LLC**


By:   
\_\_\_\_\_  
DAVID BRADY, MANAGER

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DAVID BRADY as Manager of Brady Residential Construction, LLC, whose name 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20<sup>th</sup> day of October, 2005.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: 10-1-09

  
20051103000571860 2/2 \$353.50  
Shelby Cnty Judge of Probate, AL  
11/03/2005 10:59:49AM FILED/CERT

Shelby County, AL 11/03/2005  
State of Alabama

Deed Tax: \$339.50