This Instrument Prepared By:

Hallie L. Leavell
Leavell & Associates, Attorneys at Law, L.L.C.
903 Main Avenue, Suite A
Northport, AL 35476

Send Tax Notice To:

John C. & Janet M. Wheeler
1225 Narrows Point Nook
Birmingham, Alabama 35242

20060322000135070 1/2 $219.00
Shelby Cnty Judge of Probate,AL
03/22/2006 02:18:08PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Four Thousand Seven Hundred Seventy One Dollars ($204,771.00) to the undersigned The Narrows II, Inc. ("Grantor"), in hand paid by John C. & Janet M. Wheeler ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 60, according to the Final Record Plat of the Narrows Point Sector, Phase 5 recorded in Map Book 35, Page 90 in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2000-09755 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2006 and all subsequent years thereafter; (2) Municipal improvements, assessments and fire district dues against property, if any; (3) Transmission power line permit to Alabama Power Company as recorded in Deed Book 103, Page 154; Deed Book 123, Page 420 and Deed Book 102 , Page 181; (4) Right of way to South Central Bell Telephone Company as recorded in Deed Book 324, Page 840 and Deed Book 321, Page 610, in the Office of the Judge of Probate of Shelby County, Alabama; (5)Right of way to State of Alabama as recorded in Deed Book 296, page 441, in the Office of the Judge of Probate of Shelby County, Alabama; (6) Natural Gas Supply Agreement as recorded in Instrument No. 2000-1818; (7) Restrictions as noted on Map Book 35, Page 90 A & B; (8) Restrictive covenants for the Narrows Residential as recorded in Instrument No. 2000-9755, 1st Amendment recorded in Instrument No. 2000-17136; 2nd Amendment recorded in Instrument No.2000-36696; 3rd Amendment recorded in Instrument No. 2001-38328; 4th Amendment recorded in Instrument No. 20020905000424180; 5th Amendment recorded in Instrument No. 20021017000508250 and 6th Amendment recorded in Instrument No. 20030716000450980; (9) Assignment of Developers rights from Equine Partners, LLC to KOO, LLC as recorded in Instrument No. 2000-40514; (10) Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20040910000506070; (11) 7.5 foot easement along SE lot line as per plat.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their 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 person

Shelby County, AL 03/22/2006
State of Alabama

Deed Tax:$205.00

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who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, 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.

IN WITNESS WHEREOF, the said The Narrows II, Inc., by its Closing Agent, Deborah G. Maple, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 10TH day of March, 2006.

THE NARROWS II, INC.

By: _____
Deborah G. Maple
Closing Agent

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Deborah G. Maple, whose name as Closing Agent of The Narrows II, Inc., 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, as such officer and with full authority, executed the same voluntarily for and as the act of said joint venture.

Given under my hand and seal this the 10th day of March, 2006.

_____
Notary Public for State At Large
My Commission Expires: 8-4-08

[SEAL]