

STATUTORY WARRANTY DEED

This instrument was prepared by

Send Tax Notice To: Barbara J. Kessler

(Name) Larry L. Halcomb, Attorney

name

5165 Crossings Parkway

(Address) Birmingham, Alabama 35209

address

Birmingham, AL 35242

Corporation Form Warranty Deed

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$434,430.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation

(herein 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 **Barbara J. Kessler**

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in **Shelby County, Alabama** to-wit:

Lot 471, according to the Map and Survey of Caldwell Crossings Sector 4, Phase II, as recorded in Map Book 36, Page 149, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals and mining rights, together with release of damages, excepted.

Subject to taxes for 2007.

Subject to conditions on attached Exhibit "A".

Subject to items on attached Exhibit "B".

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Shelby Cnty Judge of Probate, AL
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TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR by its **Assistant Secretary, Alesia H. Ray**, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 28th day of September, 2007.

ATTEST:

Harbar Construction Company, Inc.

By Alesia H. Ray
Alesia H. Ray, Assistant Secretary

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, **Larry L. Halcomb,**

a Notary Public in and for said County, in said State,

hereby certify that **Alesia H. Ray**

whose name as **Assistant Secretary** of **Harbar Construction Company, Inc.**, a corporation, 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 corporation.

Given under my hand and official seal, this the 28th day of September, 2007.

My Commission Expires January 23, 2010

Larry L. Halcomb
Larry L. Halcomb Notary Public

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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, permittees, 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"

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Variable easement running along the rear lot line as shown by recorded map.

Restrictive Covenants as shown in Instrument #20060426000194980, Instrument #20050413000172750, Instrument #20050322000127490, Misc. Volume 27, page 381 and in Instrument #1997-23467, amended in Instrument #20060516000230000.

Right of Way to Alabama Power Company as shown in Instrument #20050803000391990, Instrument #20050803000391980, Instrument #20060201000052420, Instrument #20040204000057770, Book 220, Page 67 and in Book 217, Page 750.

Agreement with City of Hoover as recorded in Instrument #200503022000127490.

Easement as shown in Instrument #1993-31528 and in Instrument #1993-31529.

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 as recorded in Real 3192, page 293 in the Probate Office of Shelby County, Alabama.

Any riparian rights with respect to Moon Glow Lake bordering property.

Easement to the City of Hoover as shown in Instrument #2000-25987.

Power lines, drainage and other matters as shown on survey of Paragon Engineering, Inc., dated 01/22/05.

Memorandum of Lease to ForeSite, LLC, as recorded in Instrument #20021217000632730.

Shelby County, AL 10/04/2007
State of Alabama
Deed Tax: \$434.50