



20090203000034190 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
02/03/2009 12:40:42PM FILED/CERT

This instrument was prepared by:  
HARRY W. GAMBLE  
105 Owens Parkway, Suite B  
Birmingham, Alabama 35244

Send tax notice to:  
137 Love Lane  
Sterratt, AL 35147

Shelby County, AL 02/03/2009  
State of Alabama

Deed Tax: \$3.00

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP  
STATUTORY WARRANTY DEED**

Know All Men by These Presents: That in consideration of **ONE HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$155,400.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **THE LORRIN GROUP, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **GINA C. FUGLAAR AND RUDY G. FUGLAAR** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 126, according to the Survey of Final Plat for the Villages at Westover Sector 1, as recorded in map Book 39, page 9 A & 9 B, in the Probate Office of Shelby County, Alabama.**

Subject to:

- (1) Taxes or assessments for the year 2009 and subsequent years not yet due and payable;
- (2) Mineral and mining rights not owned by the Grantor
- (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to:
  - (a) Easement to BellSouth, as recorded in Instrument 20061023000454770, in the Probate Office of Shelby County, Alabama.
  - (b) Easement and Restrictions regarding Alabama Power Company, recorded in Instrument 20070517000229750 in the Probate Office of Shelby County, Alabama.
  - (c) Covenants, Agreements and Release of Damages as recorded in Instrument 20070927000454700, in the Probate Office of Shelby County, Alabama.
  - (d) Declaration of Protective Covenants recorded in Instrument 2008010900013350, in the Probate Office of Shelby County, Alabama.
  - (e) Mineral and mining rights and rights incident thereto recorded in Instrument 20060329000146670 and Instrument 20060329000146680, in the Probate Office of Shelby County, Alabama.
  - (f) Release of Damages, Mineral and mining rights and rights incident thereto, Conditions, Covenants, Restrictions recorded in Instrument 20070927000454770, in the Probate Office of Shelby County, Alabama.

\$152,585.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of The Lorrin Group, LLC, which have not been modified or amended.

To Have And To Hold to the said grantees, with rights of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created or severed during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

<sup>th</sup> In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 30 day of January, 2009.

**The Lorrin Group, LLC**

By: *John Bistriz* (SEAL)  
**John Bistriz**  
Its: **Managing Member**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **JOHN BISTRITZ**, whose name as **Managing Member** of **The Lorrin Group, LLC**. 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 30 day of Jan, 2009.

HARRY GAMBLE  
NOTARY PUBLIC  
STATE OF ALABAMA  
MY COMMISSION EXPIRES FEB. 18, 2012  
(SEAL)

*[Signature]*  
**Notary Public**