



20100715000225670 1/2 \$315.00
Shelby Cnty Judge of Probate, AL
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This Instrument Prepared By:

Send Tax Notice To:

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Laura Brasfield
Phyllis M. Brasfield
1060 Dublin Way
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 07/15/2010

State of Alabama

Deed Tax : \$300.00

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

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of Three Hundred Thousand and no/100 Dollars (\$300,000.00) to the undersigned **THORNTON NEW HOME SALES, INC.**, an Alabama corporation ("Grantor"), in hand paid by **LAURA BRASFIELD and PHYLLIS M. BRASFIELD** ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as Joint Tenants with Rights of Survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 37A, according to the Resurvey of Lots 37, 38, 47 and 48 of Dunnivant Square as recorded in Map Book 41, Page 115 in the Probate Office of Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Amended and Restated Dunnivant Square Declaration of Covenants, Conditions, and Restrictions filed for record as Instrument # 20100713000222660 in the Probate Office of Shelby County, Alabama, as amended from time to time (collectively with all amendments thereto, the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2010 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) Incorporated herein by reference in their entirety, the easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration recorded in said Probate Office as Instrument # 20100713000222660, as amended from time to time, and in Map Book 41, Page 115 recorded in said Probate Office; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and for their successors and assigns, that Grantor shall not be liable for and Grantees hereby waive and release and forever discharge Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from any and all liability, claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantees or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including, without limitation, radon, sinkholes, underground mines, tunnels, limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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.

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its Treasurer, Deborah G. Maple who is authorized to execute this conveyance, has hereto set its signature and seal, this the 14th day of July, 2010.

THORNTON NEW HOME SALES, INC., an Alabama corporation

By: 

Deborah G. Maple
Treasurer

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 Treasurer of Thornton New Home Sales, Inc., an Alabama 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 14th day of July, 2010.


Notary Public

My Commission Expires: 5-5-2011

[SEAL]

