

This instrument prepared by:  
James C. Wilson, Jr., Attorney  
Sirots & Permutt P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35205

Send Tax Notice to:  
Jo Ann Cantavespre  
  
932 Spring Garden Street  
Pelham, Alabama 35124

## WARRANTY DEED

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of **Eighty-Five Thousand and 00/100'S \*\*\* (\$85,000.00) Dollars** to the undersigned grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we, **Edward J. Marino, married and E. J. Marino, Jr., married** (herein referred to as grantor) do grant, bargain, sell and convey unto **Jo Ann Cantavespre** (herein referred to as GRANTEE) the following described real estate situated in Shelby County, Alabama, to-wit:

Lot C, according to the Survey of Brook Ridge Estates, as recorded in Map Book 17, page 133, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. 50 foot Easement for Ingress, Egress and Utility crossing lot and 20 foot Sanitary Sewer Easement crossing lot as shown by recorded Map.
3. Restrictions as shown by recorded Map.
4. Right of Way granted to Alabama Power Company by Instrument recorded in Volume 101, page 541, in the Probate Office of Shelby County, Alabama.
5. Right of way to Shelby County, recorded in Volume 135, page 29, in the Probate Office of Shelby County, Alabama.
6. Restrictions, Covenants and Conditions, appearing of record in Instrument 1993-17269, in the Probate Office of Shelby County, Alabama.
7. Restrictions appearing of record in Instrument 1993-38371, in the Probate Office of Shelby County, Alabama.

Seller grants to Purchaser and other lot owners, and Purchaser grants to Seller and other lot owners, the nonexclusive right, privilege and easement of access to and the use and enjoyment of the Common Areas (as defined in the Covenants), including the private roads located on the Property and on the lots adjacent to the Property;

Purchaser agrees to pay Purchaser's pro rata share of the Common Expenses (as such pro rata share and the Common Expenses are defined in the Covenants), including, but not limited to, the cost of maintaining the private roads located on the Property and the lots adjacent to the Property.

Purchaser acknowledges that Seller has the right, but not the obligation, to build a lake on lots owned by Seller which are adjacent to the Property. In the event Seller builds the lake, Seller will grant to Purchaser and Purchaser's family a license to use the lake for fishing, but no other purpose. Purchaser agrees to indemnify and hold harmless, and releases, waives, discharges and covenants not to sue Seller for any and all loss, damage, expense, and any claim, demand, or suit therefor on account of injury to the person or property or resulting in death of the Purchaser, any occupants of the Property, and their families, guests or others, whether caused by the negligence of Seller or otherwise, while the Purchaser, any occupants of the Property, and their families and guests are in, on or around the lake for any purpose; and

Purchaser acknowledges and agrees that the Seller is not in the business of developing property for subdivision and resale for residential purposes. To that end, the Purchaser acknowledges and agrees that Purchaser has assumed responsibility for the investigation and determination of the suitability of the Property, including the surface and subsurface conditions of the Property, for the construction of a single-family residential dwelling. The Purchaser further agrees that the conveyance of the Property shall be subject to the conditions of the Property as they exist on the date of sale, without any representations or warranties with respect thereto by the Seller. To this end, the deed conveying the Property to the Purchaser shall contain the following provision:

By acceptance of this deed, Grantee (Purchaser) hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that Grantor (Seller) shall not be liable for, and no action shall be asserted against Grantor 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 the Purchaser, any occupant, or other person in or upon said Property, which are caused by, or arise as a result of the condition of the Property, including soil and/or subsurface conditions, known or unknown, under or on the Property or any lot adjacent to the Property now or hereafter owned by Grantor (Seller), whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantee (Purchaser), and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through the Grantee (Purchaser).

Inst # 1994-07373

03/07/1994-07373  
02:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
\$6.00

Purchaser agrees to indemnify and save harmless, and release, waives, discharges and covenants not to sue, the Seller from all liability to the Purchaser, any occupants of the Property, and their guests for any and all loss, damage or expense, and any claim, demand or suit therefor on account of injury to the person or property or resulting in death of the Purchaser, any occupants of the Property, or their guests, whether caused by the negligence of the Seller or otherwise, while the Purchaser, any occupants of the Property and their guests are in, on or around the Property or any lot adjacent to the Property for any purpose.

(The foregoing summary is not intended to modify or amend the Covenants, and the actual terms of the Covenants control.)

This property is not the homestead of the grantors nor their spouses.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, her heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of February, 1994.

Edward J. Marino Jr. (Seal)  
Edward J. Marino

E. J. Marino, Jr. (Seal)  
E. J. Marino, Jr.

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward J. Marino, a married man and E. J. Marino, Jr., a married man, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of February, 1994.

Patricia J. Armstrong  
Notary Public  
Affix Seal

**MY COMMISSION EXPIRES NOVEMBER 12, 1996**

Inst # 1994-07373

03/07/1994-07373  
02:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 96.00