

This instrument was prepared by:
Bruce L. Gordon
Gordon, Silberman, Wiggins & Childs, A Professional Corporation
1400 SouthTrust Tower
Birmingham, Alabama 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF SHELBY)

That in consideration of One Hundred Seventy-Five Thousand Seven Hundred Fifty and no/100 Dollars (\$175,750.00) to the undersigned Grantor, **CREST RIDGE ASSOCIATES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by **MARIE ANN MARINO** (hereinafter referred to as GRANTEE), the receipt of which is 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 23, according to the survey of The Crest at Greystone, First Addition, as recorded in Map Book 19 page 52 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject to:

1. Ad valorem taxes, library district dues and fire district assessments for the year 1995 and subsequent years.
2. Building setback as set forth in the Declarations recorded as Instrument #1992-22103, 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941 and in Map Book 19, page 52 in the Probate Office.
3. Public easements as shown by recorded plat.
4. Right of ways, covenants and agreements to The Water Works and Sewer Board of the City of Birmingham recorded as Instrument #1994-26400 in Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 121, page 294, and Deed 60, page 260 in Probate Office.
6. Release of damages as set out in instrument recorded in Instrument #1992-22103; 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941.
7. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 19 page 52 in Probate Office.
8. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.
9. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions as set out in Instrument #1992-22103, 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941.

\$133,578.10 of the consideration set out above is represented by a purchase money mortgage to First Alabama Bank being recorded simultaneously herewith.

By the acceptance of this Statutory Warranty Deed, GRANTEE acknowledges (i) that she has physically and personally inspected the Property prior to closing; (ii) that GRANTOR has not made any representation or warranties, either express or implied, as to the physical condition of the Property, the

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suitability of the Property for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property; that GRANTEE has assumed full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property; (iii) that GRANTEE waives and release GRANTOR, its agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injury to buildings, improvements, personal property or to us or any occupants or other persons who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, 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; and (iv) that neither the GRANTOR nor the agent for the GRANTOR has made any representation or warranty of any kind as to the condition of the Property.

TO HAVE AND TO HOLD Unto the said GRANTEE, her heirs and assigns forever.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 12th day of January, 1995.

CREST RIDGE ASSOCIATES, L.L.C.

BY Charles W. Daniel
Charles W. Daniel
Managing Member

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as Managing Member of Crest Ridge Associates, L.L.C., an Alabama limited liability company 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 Managing Member and with full authority, executed the same voluntarily for and on behalf of the limited liability company.

Given under my hand and official seal, this the 12th day of January, 1995.

Bosomay A. Gilmore
Notary Public

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