

Instrument Prepared By:  
Christian S. Spencer, Esq.  
Attorney at Law  
402 Office Park Dr., Ste. 300  
Birmingham, AL 35223

✓ SEND TAX NOTICE TO:  
Alabama Family Alliance  
402 Office Park Dr., Ste. 300  
Birmingham, AL 35223  
EXEMPT FROM AD VALOREM TAX

STATE OF ALABAMA        }  
COUNTY OF SHELBY        }

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT in consideration of ONE-and-no/100 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATION, to Darrel C. Weaver, a married man, and his wife, Denise W. Weaver ("grantors") in hand paid by the Alabama Family Alliance, Inc. ("Grantee"), (a non-profit corporation, incorporated under the laws of the State of Alabama and classified by the Internal Revenue Service through a letter of determination granted under IRC Section 501(c)(3) as a publicly supported, tax-exempt non-profit educational and religious corporation), the receipt of which is hereby acknowledged, the Grantors do by these presents, grant, bargain, sell and convey unto the Grantee forever in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 82, according to the Survey of SOUTHLAKE, FIRST ADDITION, as recorded in Map Book 14, at Page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Current taxes.
2. Building setback line of 50 feet reserved from Southwind Circle and cul-de-sac as shown by plat.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 2, Page 298; Misc. Book 16, Page 768 and Real 257, Page 3, in said Probate Office.
4. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213 in Probate Office.
5. Grantor's Disclaimer of Liability for Soil, Underground Conditions, Etc. Grantor makes no representations or warranties concerning the condition of the Property or its suitability for construction of a residence, except to the extent expressly and specifically set forth herein. Grantee undertakes the full obligation to investigate and determine all conditions of the Property that are material to Grantee's decision to purchase.

Grantee understands and agrees that Grantor shall have no liability for sinkholes, limestone formations, underground mines, or any other surface or sub-surface condition, known or unknown, that may now or hereafter exist or occur or cause damage to person, property, or buildings or be or prevent adequate support for improvements. Grantee does forever release Grantor from all damage arising out of the condition of the soil or for the condition of the surface or sub-surface of the Property, and this release shall constitute a covenant running with the land.

6. Grantee takes property with specific knowledge that Grantors Darrel C. Weaver and Denise W. Weaver are bound by certain contractual obligations placed upon said property by Parade Home Builders, Inc. ("previous owner"), which obligations terminate six years, and eight years, respectively, from the date the Grantors entered into a purchase agreement with said previous owner, and which obligations are listed in the Statutory Warranty Deed, Joint With Right of Survivorship, recorded in Deed Book 355, pages 379 through 382, specifically those obligations which are detailed in part 6 on page 380. Grantee assumes no obligation to previous owner which would have been required if transfer of the property had been made during the first six years of ownership by Grantor, and only accepts such obligations to previous owner as would be required by law during the two years immediately following the termination of the six years of the Grantor's obligations to the previous owner.
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights as conveyed in Deed Book 259, Page 635 in Probate Office.
8. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495 in the Probate Office.
9. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492 in the Probate Office.
10. Agreement regarding ownership, maintenance and use of Lake as set out in Misc. Book 7, Page 777 in the Probate Office, as to the Lake Property.
11. Any claim, loss, liability or damage based in or arising from any of the terms or provisions set out in the deed to Grantor recorded in Deed Book 355, Page 380, part 11.
12. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known surface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3 in Probate Office.
13. Restrictions, covenants and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street than over and upon what is now dedicated and known as Southlake Parkway.

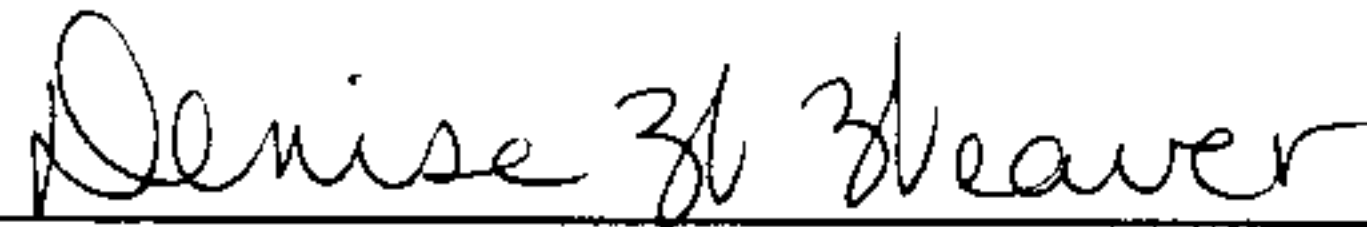
14. Any and every mortgage upon said property, owed by Darrel C. Weaver and Denise W. Weaver to First Commercial Bank, 800 Shades Creek Parkway, Birmingham, Alabama, which is not paid in full before or at closing, and any other mortgage of record upon said property which is not paid in full before or at closing.

TO HAVE AND TO HOLD, to the Grantee in fee simple, and to the heirs and assigns of said Grantee forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, Grantors, Darrel C. Weaver, a married man, and Denise W. Weaver, his wife, have hereto set their signatures and seals this the 31st day of December, 1997.



Darrel C. Weaver (L.S.)



Denise W. Weaver (L.S.)

STATE OF ALABAMA }

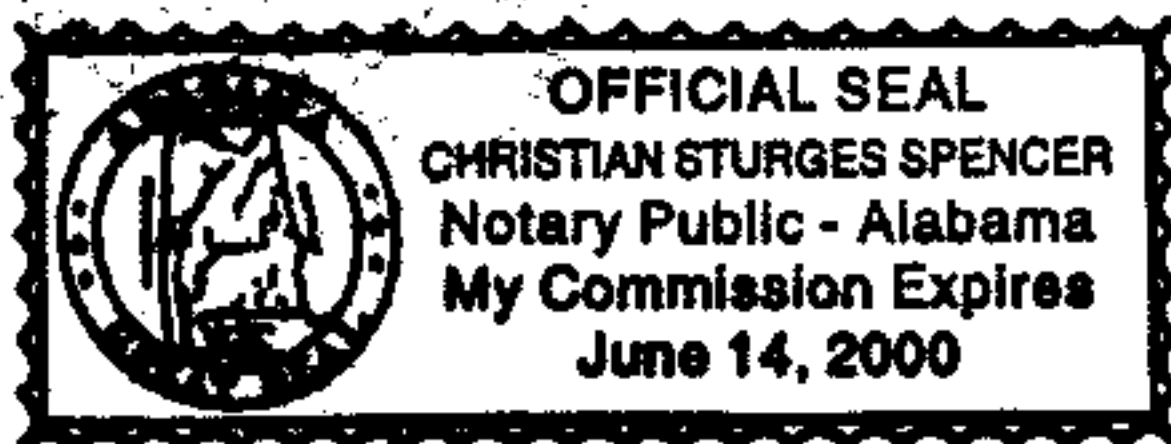
COUNTY OF SHELBY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Darrel C. Weaver, a married man, and Denise W. Weaver, his wife, 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 and under no duress or undue influence.

Given under my hand and official seal, this the 31st day of December, 1997 A.D.



Christian S. Spencer, Esq.  
Notary Public in and for the  
State of Alabama at Large



My commission expires:

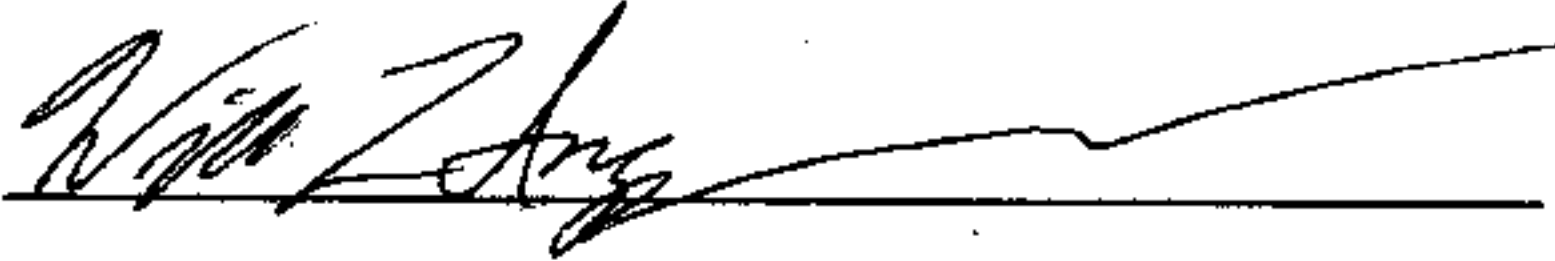
The property transferred as a gift by this Deed, from Darrel C. Weaver and Denise W. Weaver to the Alabama Family Alliance, had a remaining mortgage of \$50,275.15 at closing which was refinanced and paid from a new mortgage loan to the Alabama Family Alliance from First Commercial Bank and closed simultaneously herewith.




The undersigned Grantee hereby acknowledges notice of and willingness to comply with, building and land use restrictions, and, specifically, but without limitation, the requirement that all improvements to the Property are subject to the approval by the Architectural Control Committee. Plans and specifications and a plot plan for all proposed improvements must be submitted to and approved by the Architectural Control Committee before any construction may begin.

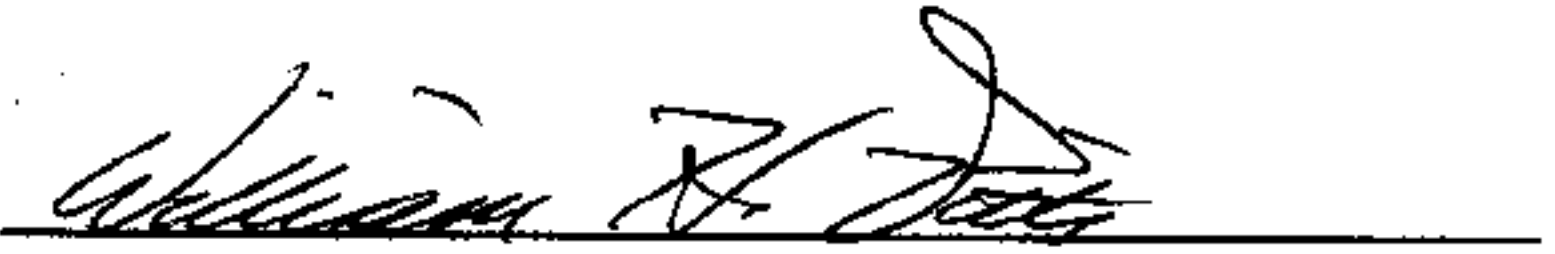
WITNESSES:

ALABAMA FAMILY ALLIANCE



By:

  
Gary S. Palmer  
As Its President



Inst # 1997-42468

4 12/31/1997-42468  
12:54 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 43.00