THIS INSTRUMENT WAS PREPARED BY:
M. Wayne Wheeler, P.C.
2230 Third Avenue North
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Mr. Steven Gross
P.O. Box 360626
Birmingham, Alabama 35236

## **WARRANTY DEED**

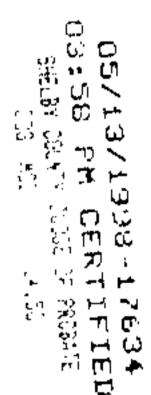
STATE OF ALABAMA	)	
	)	KNOW ALL MEN BY THESE PRESENTS
JEFFERSON COUNTY	1	

That in consideration of One Dollar (\$1.00) and pursuant to Item 6 of that Divorce Decree styled Gross vs. Gross, Case Number Dr-98-66 as filed in the Domestic Relations Court of Shelby County, Alabama, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, I or we, Lydia Mariana Gross a/k/a Lydia Mariana Gil-Prevez, a single woman (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Steven Gross a/k/a Steven Gross-Gudder, a single man (herein referred to as Grantee, whether one or more), her interest in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 73, 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.

## Title is conveyed subject to the following:

- Current taxes.
- Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 2, Page 298; Misc. Book 16, Page 768 and Real 257, Page 3, in the Probate Office.
- Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in the Probate Office.
- Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in the Probate Office.
- Grantor's Disclaimer of Liability for Soil, Underground Conditions, etc. 5. 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, -8661 limestone formations, underground mines, or any other surface or subsurface condition, known or unknown, that may now or hereafter exist or 17634 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. That certain Contract of Purchase and Sale, together with Addendum, both dated October 27, 1992 (the "Contract"). This Contract imposes certain duties upon the Grantee and provides that Grantor shall have an option to repurchase Lot 73 as a means of enforcing Grantor's rights



under the Contract. Grantee hereby affirms all matters set forth in the Contract, including the option. Notwithstanding the foregoing, all rights and obligations under the Contract, including the option, shall have expired on or before November 25, 1995, and shall thereafter be void.

- 7. Public utility easements, including ten feet along rear of lot, and a 50 foot building set back line from Southwinds Circle as shown by recorded plat.
- 8. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213 in the Probate Office.
- 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 the Probate
  Office.
- 10. 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, and Real 293, at Page 770 in the Probate Office.
- Agreement with Alabama Power Company regarding underground cables, as recorded in Real 290, at Page 996, and covenants pertaining thereto, recorded in Real 364 at Page 395 in the Probate Office.
- 12. Restrictions, covenants and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street other than over and upon what is now dedicated and known as Southlake Parkway.
- 13. Title not examined at the express direction of the parties.
- 14. This is not the homestead of the Grantor.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with said Grantee, Steven Gross a/k/a Steven Gross-Gudder, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have day of, 1	ve hereunto set my hand and seal this the <u>1344</u> 998.
MY COMMISSION EXPIRES FEBRUARY 18, 2002	Lydia Mariana Gross a/Wa Lydia Mariana Gil- Hil-
Wante 2. Celeman	Lydia Mariana Gross a/k/a Lydia Mariana Gil- Hill- Prévez

STATE OF ALABAMA	1
	:
SHELBY COUNTY	1

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lydia Mariana Gross aft/s Lydia Mariana Gross-Prevez whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day, that she avers that the conveyance is true and correct, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of 4/1-4 1998.

Wanda 2 Caleman Notary Public

Inst # 1998-17634

05/13/1998-17634 03:58 PM CERTIFIED SHELBY COUNTY JUDGE OF PROMATE 003 NCD 14.50