\$ 350,000°1

SEND TAX NOTICES TO:

Charles W. Lee, Sr. and Patricia B. Lee, Trustees 1204 Country Club Circle Birmingham, AL 35244

QUITCLAIM DEED

STATE OF ALABAMA

SHELBY COUNTY

28/1999-22516
25 AM CERTIFIED
BY COUNTY JUDGE OF PROBATE
003 NMS 383.50

the sum of Ten Dollars and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned CHARLES W. LEE, SR. and PATRICIA B. LEE (collectively, "Grantor"), husband and wife, hereby remise, release, quit claim and convey collectively to CHARLES W. LEE, SR. and PATRICIA B. LEE (collectively, "Grantee"), as Trustees of the CHARLES AND PATRICIA LEE REVOCABLE LIVING TRUST DATED THE /2 DAY OF 1999, all of the Grantor's right, title, interest and claim in or to the following described real estate, situated in Jefferson County, Alabama, to wit:

whee

Lot 41A, according to the Bennett's Add. To Third Addition to Riverchase Country Club, as recorded in Map Book 24, page 21, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all easements, restrictions and rights-of-way of record.

Subject to ad valorem taxes for the current year and thereafter.

Said real estate having been acquired by Grantor by Warranty Deed recorded in Instrument No. 1998-42418 in the Office of the Judge of Probate of Shelby County. Such Warranty Deed contained the following covenant:

By Grantees acceptance of this deed, Grantees hereby covenant and agree for themselves and their successors, assigns, licensees, lessees, employees and agents that Grantor 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 injuries to any owner, occupant, or other person in or upon the property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitations, sinkholes, underground mines, and limestone formations) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property. For purpose of this paragraph the terms Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor, and partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantors interest in the property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, and limited partnerships, corporations, or other entities holding under or through the Grantees.

TO HAVE AND TO HOLD to the Grantee forever.

This instrument is executed without warranty or representation of any kind on the part of the Grantor, express or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created by Grantor and not specifically excepted herein.

A CONTRACTOR OF THE PARTY OF TH

STATE OF ALABAMA)	General Acknowledgment
JEFFERSON COUNTY)	

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Lee, Sr. and Patricia B. Lee, each of whose names is signed to the foregoing conveyance, and each of whom is known to me, acknowledge before me on this day, that being informed of the contents of the conveyance each of them executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this __/7 day of _______ A.D., 1999.

Anne R. Moses

NOTARY PUBLIC

My Commission Expires ______

My commission expires March 29, 2001

This document was prepared by Anne R. Moses, Attorney at Law Suite 201 The Massey Building 290 North 21st Street Birmingham, AL 35203 (205) 322-5232

Inst # 1999-22516

O5/28/1999-22516
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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