

Send Tax Notice to:  
William L. Valentz  
1100 Rolling Hills Circle  
Birmingham, Alabama 35244

This Instrument prepared by:  
Marjorie O. Dabbs, Esq.  
King, Drummond & Dabbs, P.C.  
100 Centerview Drive, Suite 180  
Birmingham, Alabama 35216

*\$ 145,000*

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, the undersigned, DONNA MARIE BRUNO, an unmarried woman ("Grantor") does hereby grant, bargain, sell and convey unto WILLIAM L. VALENTZ, a married man ("Grantee"), his heirs, personal representatives and assigns, the real estate described on Exhibit A attached hereto and made a part hereof, together with any and all buildings, improvements, fixtures, and appurtenances, thereon or pertaining thereto. This conveyance is made subject to those items set forth in Exhibit A.

TO HAVE AND TO HOLD to the said Grantee, his heirs, personal representatives and assigns. And Grantor does for herself, and her heirs, personal representatives and assigns of Grantor, covenant with the said Grantee, his heirs, personal representatives and assigns, that Grantor is lawfully seized in fee simple of said premises; that the Property is free from all encumbrances, arising by, through, or under Grantor, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will and the heirs, personal representatives and assigns of Grantor shall warrant and defend the same to the said Grantee, his heirs, personal representatives and assigns forever, against the lawful claims of all persons, arising by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal this 20th day of January, 2000.

**"GRANTOR:"**

*Donna Marie Bruno* [SEAL]  
Donna Marie Bruno

Inst # 2000-02287

01/24/2000-02287  
08:03 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

004 NMS 161.00

*Shelby Title*

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Donna Marie Bruno**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of January, 2000.

  
Notary Public

My Commission Expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 3, 2004  
BOSSARD TURI NOTARY PUBLIC UNDERWRITERS

Exhibit A (page 1 of 2)

Lot 32, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to the following:

1. General and special taxes or assessments for 2000 and subsequent years not yet due and payable.
2. Building setback lines and Easements as shown by recorded plat.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 2 page 298; Misc. Book 16 page 768; Real 257 page 3 in Probate Office.
4. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 104 page 213 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 Book 259 page 635 in Probate Office.
6. Riparian Rights, if any, in and to the use of lake.
7. Less any part lying within lake.
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 use of lake in Misc. Book 7 page 777, as to the use of the Lake property.
11. Restrictions, covenants and conditions as set out in Real 257 page 3, including restrictions as to ingress and egress by any street that is over, and upon what is now dedicated and known as Southlake Parkway.
12. 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 Real 257 page 3 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Real 313 page 676 and Inst. #1992-21761 in the Probate Office.
14. Easement for encroachment of fence, wall and patio by and between Parade Home Builders, Inc., Jimmy J. and Linda W. Barnes as shown by instrument recorded in Inst. #1992-21760 in Probate Office.
15. Restrictions, covenants and limitations as set out in Map Book 14 page 31.

Exhibit A (page 2 of 2)

16. Builder's Right to Construct Residence for Grantee; Option to Repurchase Property. Grantee agrees within four (4) years from the date hereof to enter into a construction contract with Parade Home Builders, Inc. (the "Builder") under which the Builder will construct a residence on the Property in accordance with plans and specifications to be submitted by Grantee ("Construction Contract"). Should Grantee and the Builder fail to enter into a Construction Contract prior to the end of a four-year period from the date hereof, the Builder shall have the right for a period of two years from the end of such four-year period to repurchase the Property at a purchase price of One Hundred Ten Thousand Dollars (\$110,000.00); provided, however, that the Builder agrees that at any time during the period of four years from date, the Builder will, at Grantee's request, consent to a sale of the Property by Grantee provided that Grantee's transferee accepts the terms of this paragraph and simultaneously enters into a Construction Contract with the Builder. This covenant to enter into a Construction Contract is intended to, and shall, run with the land. The Builder reserves the right, without notice to any purchaser or lot owner in Southlake, First Addition, to change or waive the requirement for a Construction Contract with the Builder, and neither the reservation of this right nor the exercise thereof shall impair the Builder's ability to enforce upon other owners and purchasers in Southlake, First Addition, provisions which are the same or similar to those in this Paragraph.

Grantee and the Builder agree to resolve all disputes that may arise under this Paragraph through arbitration under the rules of the American Arbitration Association. The arbitrator shall be empowered to award attorney's fees and expenses to the prevailing party.

17. Grantee acknowledges that Grantee has physically and personally inspected the Property prior to executing this Agreement and that Grantee has been provided a copy of the Underground Mining Evaluation (with attached mining map) prepared by Gallet & Associates dated September 10, 1992. Grantee acknowledges and agrees that Grantee has assumed full responsibility for the investigation and determination of the suitability of the surface and sub-surface conditions of the Property. Further, Grantee waives and releases Grantor from any liability of every nature on account of any loss, damage or injury, whether to buildings, other improvements, or any personal property, or to Grantee and, to the extent that Grantee has the right to do so, to any owner, occupant, or other person who enters upon any portion of the property, as a result of any past, present or future soil, surface and/or sub-surface 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. This release is intended to bind Grantee, Grantee's heirs, personal representatives and assigns, and all others holding or claiming through Grantee, and shall run with the land.

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