

THIS INSTRUMENT PREPARED BY:  
Riley & Riley, P.C.  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
Derek W. Bond and Daisy R. Bond  
125 Scarlet Oak Drive  
Alabaster, AL 35114

STATE OF ALABAMA  
SHELBY COUNTY

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Two Hundred Thirty Thousand and no/100 Dollars (\$230,000.00) to **DESIGNMARK BUILDERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **DEREK W. BOND and DAISY R. BOND** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 402, according to the Survey of Lake Forest, Fourth Sector, as recorded in Map Book 28, page 93, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2004, and taxes for subsequent years, not yet due and payable.
2. Municipal improvements assessments and fire district dues against subject property, if any.
3. Building and setback lines of 35' as recorded in Map Book 28, Page 93, in the Probate Office of Shelby County, Alabama.
4. 7.5 foot easement on rear and SW lot lines as per plat.
5. 7.5 foot easement on NE lot line as per plat.
6. Variable easement on rear lot line as per plat.
7. Subject to covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 2001-27183, in the Probate Office of Shelby County, Alabama.
8. Right of way to Alabama Power Company as recorded in Deed Book 239, Page 881; Deed Book 219, page 127; Deed Book 150, Page 89 and Deed Book 124, Page 474.
9. Restrictions, public utility easements and setback lines as shown on Survey of Lake Forest Sector 4, Map Book 28, Page 93; Instrument No. 2001-27183 and Instrument No. 2001-29098.
10. Release of damages as recorded in Instrument No. 2001-32620, as recorded in the Proate Office of Shelby County, Alabama.
11. Right of Way to Shelby County as recorded in Deed Book 155, Page 437 and Deed Book 216, Page 517.

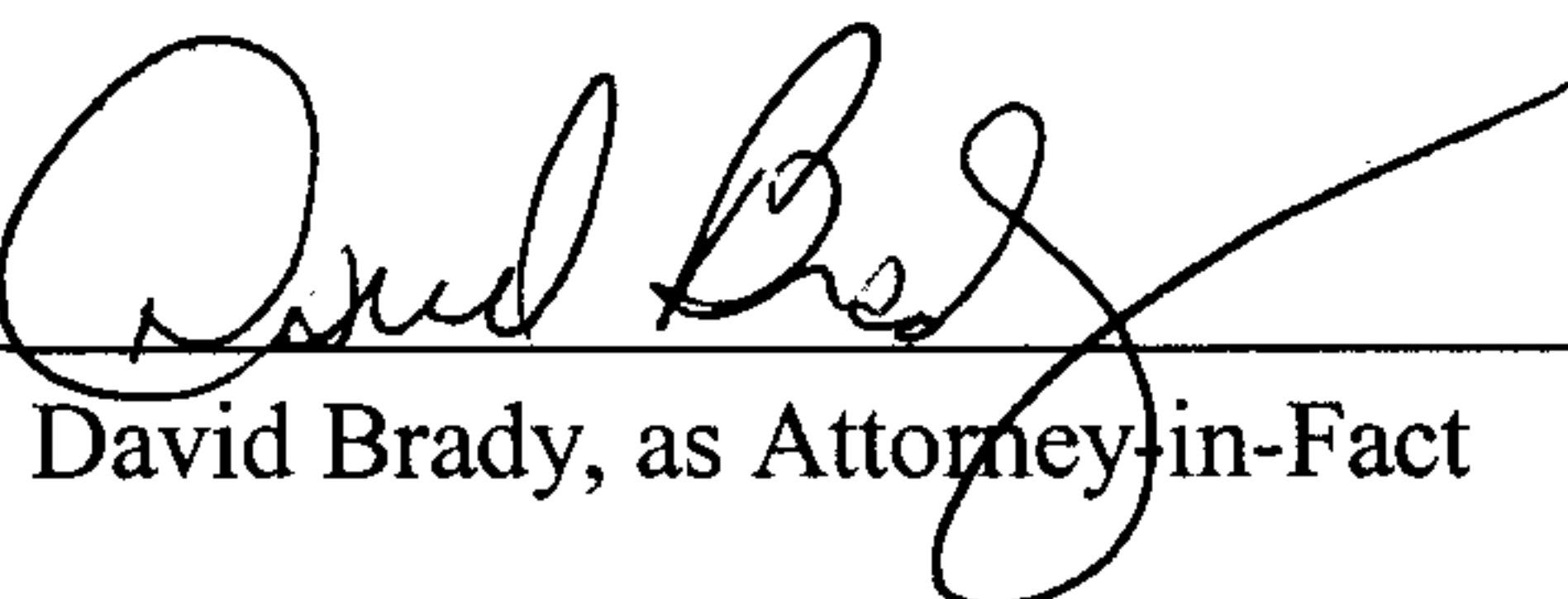
*\$184,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.*

**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties 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 past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Designmark Builders, LLC; (ii) the agents, employees, contractors and subcontractors of Designmark Builder, LLC; (iii) any successors and assigns of Designmark Builders, LLC; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

**IN WITNESS WHEREOF**, Grantor, DESIGNMARK BUILDERS, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 27th day of February, 2004.

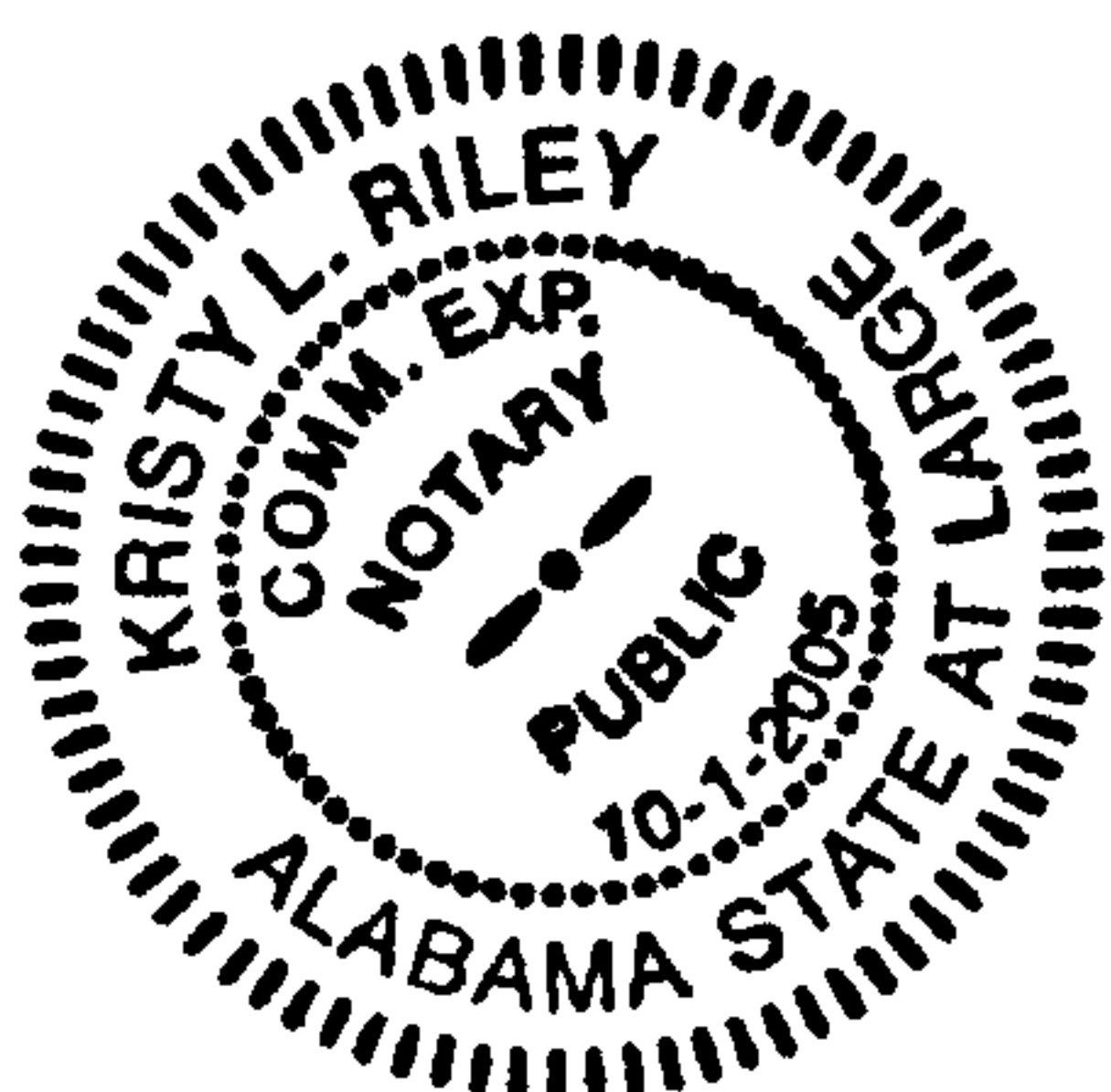
**DESIGNMARK BUILDERS, LLC**

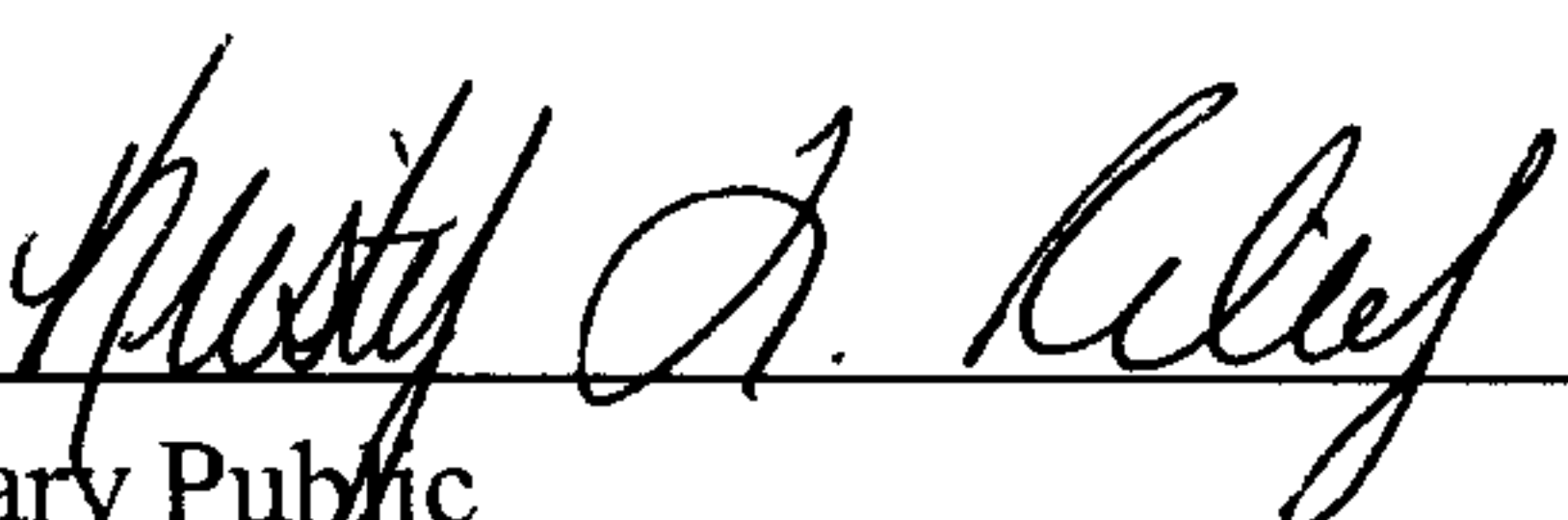
By:   
David Brady, as Attorney-in-Fact

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David Brady, as Attorney-in-fact for Designmark Builders, LLC, whose name 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 27th day of February, 2004.



  
Notary Public  
My Commission expires: 10-1-05