

**STATUTORY WARRANTY DEED**

This instrument was prepared by

Send Tax Notice To: Harvey S. Benjamin

(Name) Larry L. Halcomb  
3512 Old Montgomery Highway  
 (Address) Birmingham, Alabama 35209

name  
4076 Crossings Lane  
 address  
Birmingham, AL 35242

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA  
 COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Fifty Thousand Two Hundred Fifty Five and no/100 (\$250,255.00)  
Dollars  
 to the undersigned grantor, Harbar Construction Company, Inc.

(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Harvey S. Benjamin and Susan M. Benjamin a corporation,

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them 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 65, according to the Survey of Phase Four, Caldwell Crossings, 2nd Sector, as recorded in Map Book 32, Page 7, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights, together with release of damages, excepted.

Subject to taxes for 2004.

Subject to right-of-way granted to Shelby County recorded in Volume 233, Page 700; Volume 216, Page 29 and Volume 282, page 115.

Subject to right-of-way granted to Alabama Power Company recorded in Real Volume 142, Page 148 and Real Volume 142, Page 148.


Subject to right-of-way granted the City of Hoover recorded in Inst. No. 2000-40742, Inst. No. 2000-40741 and Inst. No. 2000-25988.

Subject to restrictions and covenants appearing of record in Inst. No. 2002-02381.

Subject to right-of-way granted to Alabama Power Company recorded in Instrument No. 2004-5777 and Instrument No. 2004-5776.

Subject to easements as shown on recorded map.

Subject to conditions on attached Exhibit "A".

  
 20040406000177180 Pg 1/2 64.50  
 Shelby Cnty Judge of Probate, AL  
 04/06/2004 11:03:00 FILED/CERTIFIED

\$ 200,204.00 on the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives 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.

IN WITNESS WHEREOF, the said GRANTOR, by its President, B. J. Harris who is authorized to execute this conveyance, has hereto set its signature and seal, this the 31st day of March

XX2004

ATTEST:

By   
B. J. Harris, President

STATE OF ALABAMA  
 COUNTY OF JEFFERSON

I, Larry L. Halcomb a Notary Public in and for said County in said State, hereby certify that B. J. Harris whose name as President of Harbar Construction Company, Inc. a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 31st day of March

XX2004

  
Larry L. Halcomb

Notary Public

My Commission Expires January 23, 2006

EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.