

This Instrument Prepared By:

Send Tax Notice To:

Patrick F. Smith  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Joshua C. Caldwell  
Staci L. Caldwell  
158 Village Lane  
Pelham, Alabama 35124

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Sixty Three Thousand Two Hundred Dollars (\$163,200.00) to the undersigned D. R. Horton, Inc. - Birmingham ("Grantor"), in hand paid Joshua C. Caldwell and Staci L. Caldwell ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 19, according to the Final Plat High Ridge Village Phase 6, as recorded in Map Book 30, Page 114, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) Ad valorem taxes due and payable October 1, 2004 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, covenants, agreements and all other terms and provisions of the Restrictions recorded in Instrument #2001-40042; (4) First Supplemental to the Restrictions recorded in Inst. #20030522000318000; (5) Second Supplemental to the Restrictions recorded in Inst #20030522000318010; (6) Third Supplemental to the restrictions as recorded in Inst. #20040224000094790, all in the office of the Judge of Probate of Shelby County, Alabama; and (7) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, 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 which may be owned by Grantor; provided, however, that this paragraph is inapplicable to soil, surface and/or subsurface conditions resulting from or arising out of the respective development or construction activities of Grantor.

\$130,560.00 of the consideration recited herein is from the proceeds of a purchase money mortgage of even date herewith.

**TO HAVE AND TO HOLD** , to the said Grantee, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantee herein shall take as tenants in common.

**IN WITNESS WHEREOF**, D. R. Horton, Inc. - Birmingham, by its Assistant Secretary, Charles G. Arcara, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28<sup>th</sup> day of April, 2004.

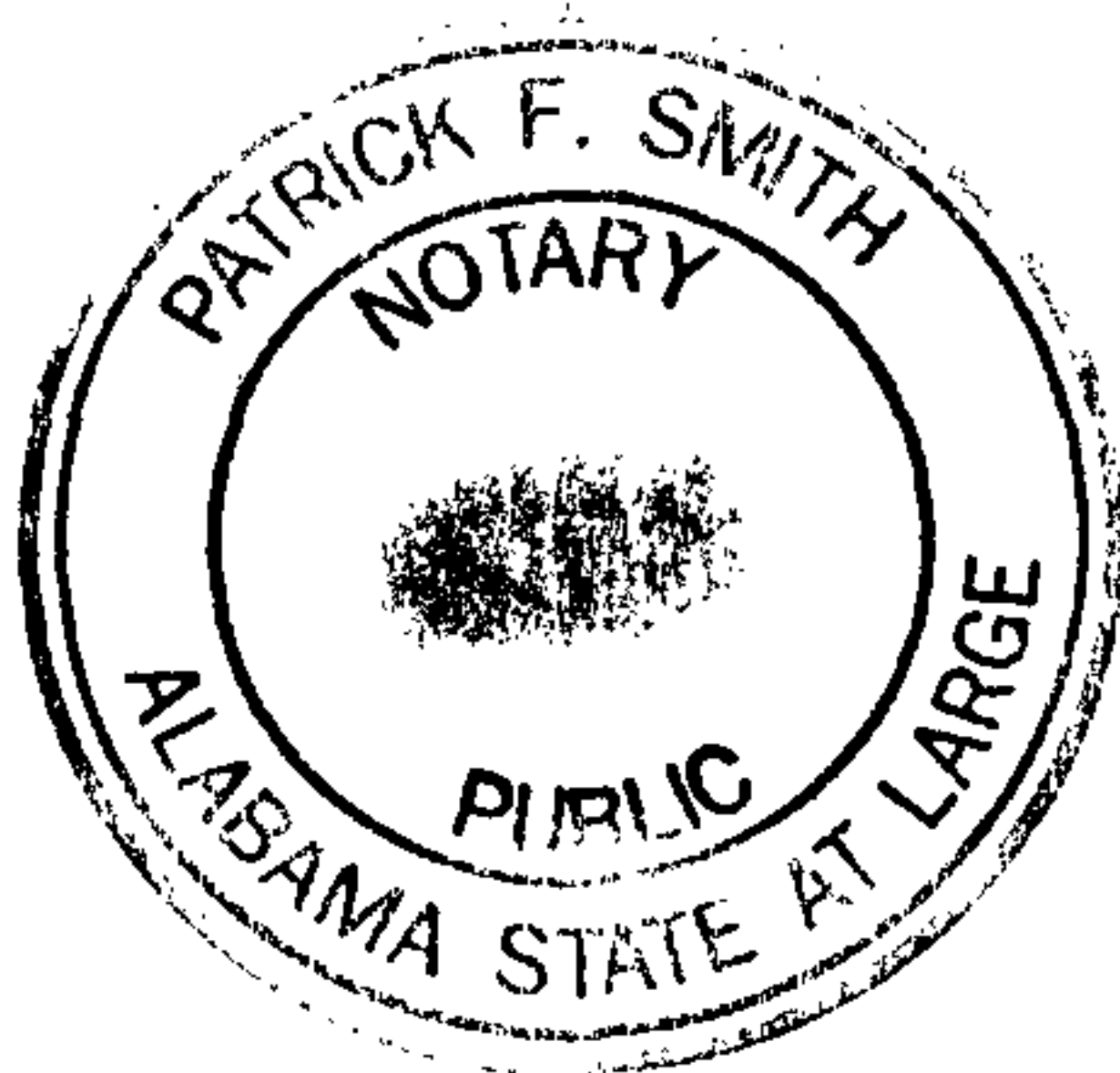
**D. R. HORTON, INC. - BIRMINGHAM**

By: Charles G. Arcara  
Charles G. Arcara  
Assistant Secretary

**STATE OF ALABAMA** )  
**COUNTY OF JEFFERSON** )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Charles G. Arcara, whose name as D. R. Horton, Inc. - Birmingham, 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 seal this the 28<sup>th</sup> day of April, 2004.



[SEAL]

Patrick F. Smith  
Notary Public: Patrick F. Smith  
My Commission Expires: 10/06/2005