

This Instrument Prepared By:

Send Tax Notice To:

P. K. Smartt

P. K. Smartt, Attorney

At Law

4 Office Park Circle, Suite 212

Birmingham, Alabama 35223

John Daniel Porter Jr.

454 Reach Drive

Birmingham, Alabama 35242

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 Fifty Eight Thousand Dollars (\$158,000.00) to the undersigned The Narrows II, Inc., an Alabama corporation ("Grantor"), in hand paid by John Daniel Porter, Jr. ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 107, according to the Final Plat of Narrows Reach, Phase 2, recorded in Map Book 30 Page 58 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2000-9755, as amended by instruments recorded in Inst. No. 2000-17136, Inst. No. 2000-36696 and Inst. No. 2001-38328, Inst. No. 200209050000424180; Inst. No. 20021017000508250 and Inst. No. 20030716000450980 all recorded in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2005 and all subsequent years thereafter; (2) The restrictions, covenants, and conditions as set out in the Declaration, (3) Transmission Line Permit(s) to Alabama Power Company as shown by Instrument(s) recorded in Deed Book 109 page 70; Deed Book 145 page 22; Deed Book 103 page 154; Deed Book 123 page 420 and Deed Book 102 page 181 in the Probate Office, (4) Easement(s) to Alabama Gas Corporation as shown by instrument recorded in Inst. No. 2000-1818 in the Probate Office, (5) Restrictions, limitations and conditions as set out in Map Book 30 page 58 A & B in the Probate Office, (6) Release of damages as set out in Inst. No. 20040716000392720 in the Probate Office.

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

\$139,250.00 of the consideration herein was derived from a mortgage with SouthTrust Mortgage Corporation.

to soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities.

IN WITNESS WHEREOF, the said The Narrows II, Inc., an Alabama corporation, by its Vice President, Mary Thornton Taylor, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 3rd day of December, 2004.

THE NARROWS II, INC., AN ALABAMA CORPORATION

By: Mary Thornton Taylor
Mary Thornton Taylor
Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mary Thornton Taylor, whose name as Vice President of The Narrows II, Inc., an Alabama 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, she, 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 3rd day of December, 2004.

[Signature]
Notary Public State at Large
My Commission Expires: 2/11/07

[SEAL]