

THIS INSTRUMENT PREPARED BY:
Kristy Liggan Riley, Esq.
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Judith Metheny
463 Conroy Circle
Sterrett, AL 35147

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Thirty-Three Thousand and no/100 Dollars (\$333,000.00) to **BRADY RESIDENTIAL CONSTRUCTION, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **JUDITH METHENY** (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 709, according to the map or survey of Forest Park – 7th Sector, as recorded in Map Book 22 page 150, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2005 and subsequent years, not yet due and payable.
2. Easement to Alabama Power Company, recorded in Book 236, Page 829, of the Official records of Shelby County, Alabama.
3. Right of way to Alabama Power Company, recorded in Book 139, Page 127, Book 133, Page 210, Book 126, Page 191, Book 126, Page 192, Book 126, Page 323, and Book 124, Page 519, of the Official records of Shelby County, Alabama.
4. Mineral and mining rights as recorded in Book 53, Page 262, of the Official records of Shelby County, Alabama.
5. Restrictions and Covenants as recorded in Book 1997-25443 of the Official records of Shelby County, Alabama.
6. Easements, restrictions and exceptions as recorded in Plat Book 22, Page 150 and Instrument No. 1997-25443, of the Official records of Shelby County, Alabama.

TO HAVE AND TO HOLD unto Grantee, subject to the matters described above, her heirs and assigns forever.

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) Brady Residential Construction, LLC; (ii) the agents, employees, contractors and subcontractors of Brady Residential Construction; (iii) any successors and assigns of Brady Residential Construction; (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.

\$150,000.00 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.

Riley & Riley

IN WITNESS WHEREOF, Grantor, BRADY RESIDENTIAL CONSTRUCTION, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 21st day of December, 2004.

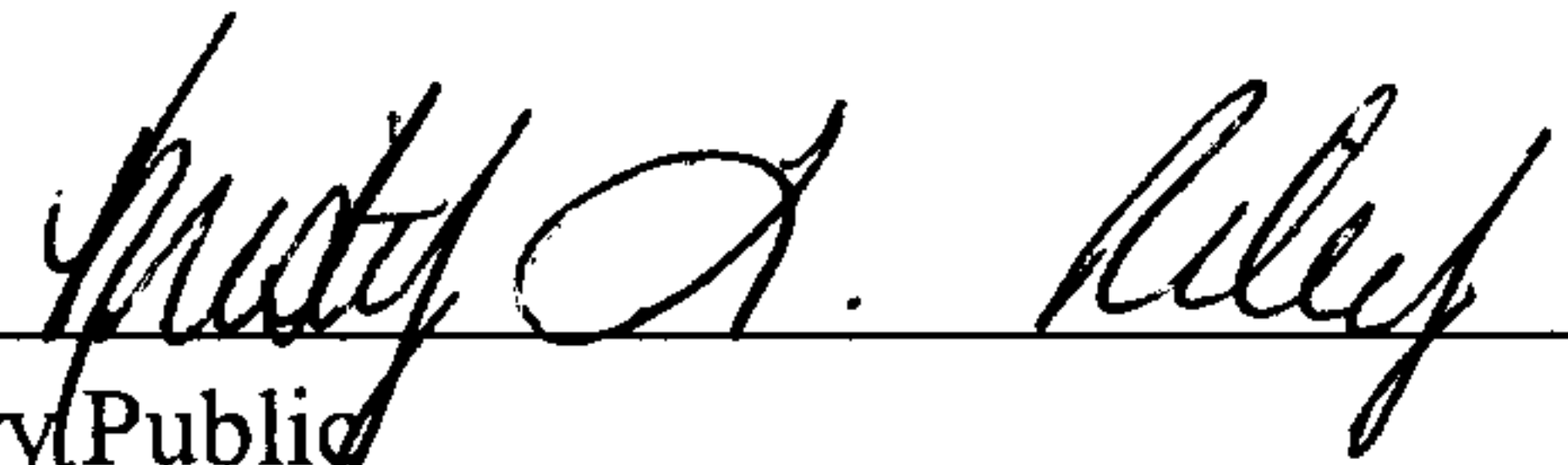
BRADY RESIDENTIAL CONSTRUCTION, LLC

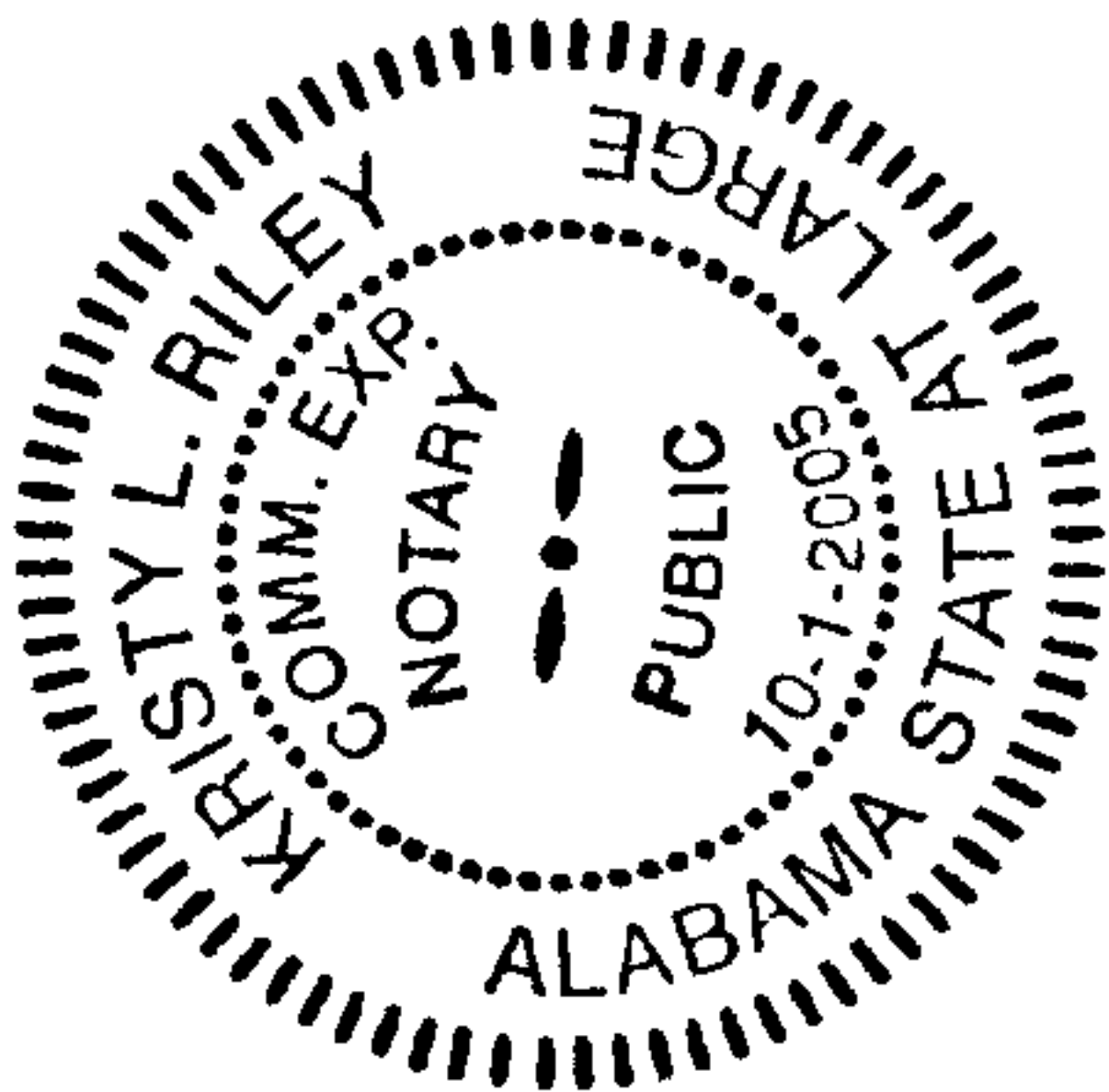
By: 
DAVID BRADY, MANAGER

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 Manager of Brady Residential Construction, 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 21st day of December, 2004.


Notary Public
My Commission expires: 10-7-05



20041230000708890 Pg 2/2 197.00
Shelby Cnty Judge of Probate, AL
12/30/2004 13:56:00 FILED/CERTIFIED