


Value \$50,000<sup>00</sup>

This instrument was prepared by:

Bruce L. Gordon, Esq.  
Gordon & Associates, L.L.C.  
600 University Park Place  
Suite 350  
Birmingham, Alabama 35209

SEND TAX NOTICE TO:  
Theresa DiChiara  
9 Ashford Circle  
Birmingham, AL 35244

STATUTORY WARRANTY DEED

  
20050106000007960 Pg 1/2 64.00  
Shelby Cnty Judge of Probate, AL  
01/06/2005 12:46:00 FILED/CERTIFIED

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) to the undersigned Grantor, Peter N. DiChiara and Theresa DiChiara (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Theresa DiChiara (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

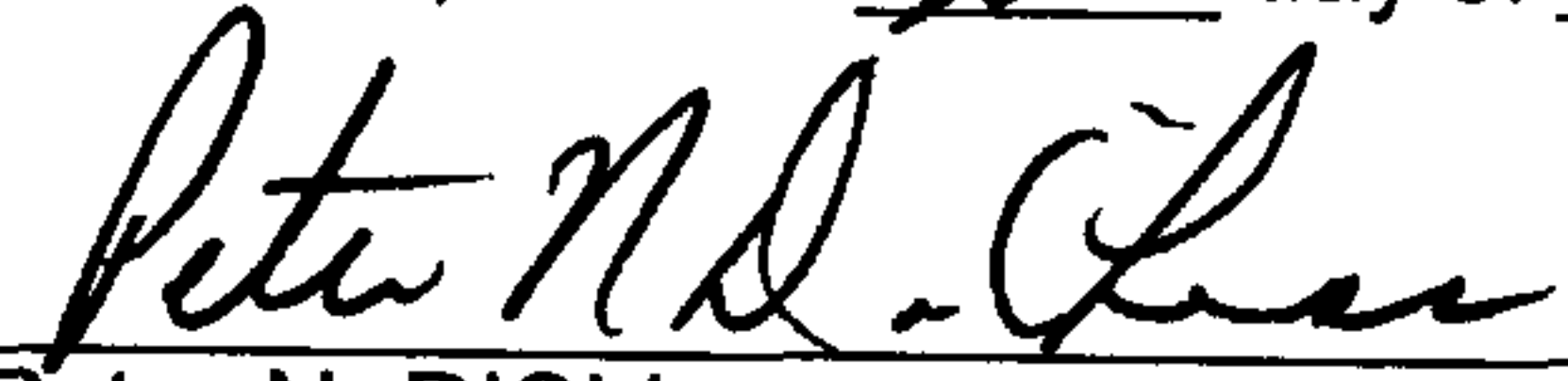
**SEE EXHIBIT "A" FOR LEGAL DESCRIPTION**

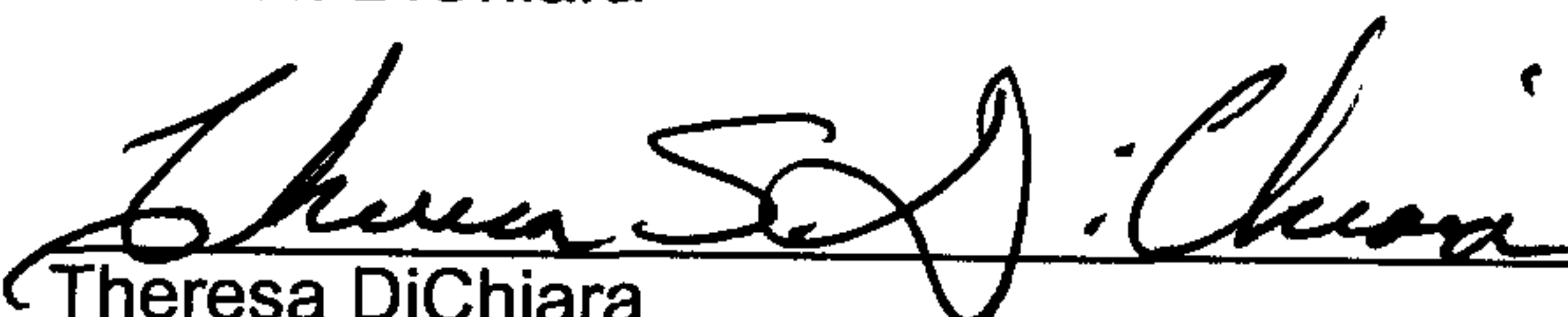
**THIS CONVEYANCE IS SUBJECT TO THAT CERTAIN MORTGAGE TO  
CHASE MANHATTAN MORTGAGE.**

Peter N. DiChiara and Theresa DiChiara are husband and wife

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, by its signatures, who are authorized to execute this conveyance, have hereto set their signature and seal, this the 30<sup>th</sup> day of December, 2004

  
Peter N. DiChiara

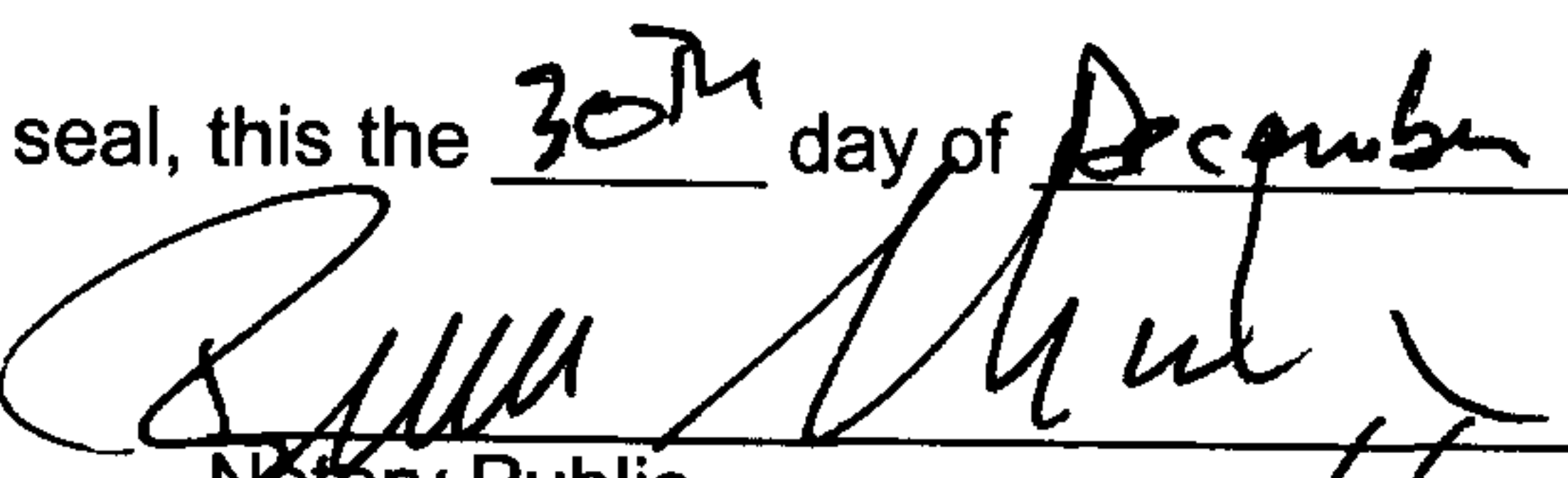
  
Theresa DiChiara

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Peter N. DiChiara and Theresa DiChiara whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30<sup>th</sup> day of December, 2004.

(SEAL)

  
Notary Public  
My Commission Expires: 12/6/06

Lot 27, according to the survey of SOUTHLAKE, FIRST ADDITION, as recorded in Map Book 14, at Page 31, in the office of the Judge of Probate of Shelby County, Alabama.

**SUBJECT-TO:-**

1. Current taxes.
2. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 3, Page 298; Misc. Book 16, Page 768 and Real 257, Page 3, in said Probate Office.
3. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in said Probate Office.
4. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in said Probate Office.
5. Grantor's Disclaimer of Liability for Soil, Underground Conditions, etc. Grantor makes no representations or warranties concerning the condition of the Property or its suitability for construction of a residence, except to the extent expressly and specifically set forth herein. Grantee undertakes the full obligation to investigate and determine all conditions of the Property that are material to Grantee's decision to purchase. Grantee understands and agrees that Grantor shall have no liability for sinkholes, limestone formations, underground mines, or any other surface or sub-surface condition, known or unknown, that may now or hereafter exist or occur or cause damage to person, property, or buildings or be or prevent adequate support for improvements. Grantee does forever release Grantor from all damage arising out of the condition of the soil or for the condition of the surface or sub-surface of the Property, and this release shall constitute a covenant running with the land.
6. Grantor's Right to Construct Residence For Grantee; Option to Repurchase Property. As part of the consideration running to Grantor from Grantee, Grantee agrees within six (6) years from the date hereof to enter into a construction contract with Grantor under which Grantor will construct a residence on the Property in accordance with plans and specifications to be submitted by Grantee ("Construction Contract"). Should Grantee and Grantor fail to enter into a Construction Contract prior to the end of a six-year period from the date hereof, Grantor shall have the right for a period of two years from the end of such six-year period to repurchase the Property at the original purchase price; provided, however, that Grantor agrees that at any time during the period of six years from date, Grantor will, at Grantee's request, consent to a sale of the Property by Grantee provided that Grantee's transferee accepts the terms of this paragraph and simultaneously enters into a Construction Contract with Grantor. This covenant to enter into a Construction Contract is intended to, and shall, run with the land. Grantor reserves the right, without notice to any purchaser or lot owner in Southlake, First Addition, to change or waive the requirement for a Construction Contract with Grantor, and neither the reservation of this right nor the exercise thereof shall impair Grantor's ability to enforce upon other owners and purchasers in Southlake, First Addition, provisions which are the same or similar to those in this Paragraph.
7. Grantee and Grantor agree to resolve all disputes that may arise under this Paragraph through arbitration under the rules of the American Arbitration Association. The arbitrator shall be empowered to award attorney's fees and expenses to the prevailing party.
7. Public utility easements and building setback lines as shown by recorded plat.
8. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213 in Probate Office.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights as conveyed in Deed Book 259, Page 635 in Probate Office.
10. Agreement regarding ownership, maintenance and use of Lake as set out in Misc. Book 7, Page 777 in the Probate Office, as to the use of the Lake Property.
11. Flood easement as set out in Deed Book 184, Page 681 in the Probate Office and set out on survey by Gay & Martin, Inc. dated September 13, 1989.
12. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known surface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3 in Probate Office.
13. Rights of riparian owners in and to the use of lake.
14. Restrictions, covenants and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street than over and upon what is now dedicated and known as Southlake Parkway.