20050309000107730 1/2 $114.00
Shelby Cnty Judge of Probate,AL
03/09/2005 12:56:30PM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Riley & Riley, P.C.
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Charles Gagliano & Mary Jo Gagliano
1309 Greystone Parc Drive
Birmingham, AL 35242

STATE OF ALABAMA
SHELBY COUNTY

Shelby County, AL 03/09/2005
State of Alabama
Real Estate Excise Tax
Deed Tax:$100.00

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred Thousand and no/100 Dollars ($100,000.00) to **STONEGATE FARMS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **CHARLES GAGLIANO and MARY JO GAGLIANO** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantees, 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 38, according to the Survey of Stonegate Realty, Phase Two, as recorded in Map Book 31, Page 28 A & B, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the Development Roads as more particularly defined and described in the Covenants.

SUBJECT TO:

1. General and special taxes or assessments for 2005 and subsequent year not yet due and payable.

2. Building setback line and easements as shown by recorded plat.

3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. # 2001-5954 as amended and restated in Inst. # 2001-12016; Inst. No. 2001-5954; Inst. No. 2001-12016 and Inst. No. and Inst. No. 2003-11166 together with Articles of Incorporation of Stonegate Farms Property Owners Association, Inc. recorded in Inst. # 2001-5955 in the Probate Office.

4. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 185, page 475; Deed Book 182, page 326; Deed Book 184, page 172; and Deed Book 180, page 35, and Inst. No. 2002-8798, in said Probate Office.

5. Easement and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.

6. Restrictions, limitations and conditions as set out in Map Book 27, page 133 A & B; Map Book 29, page 4 A & B, and Map Book 31, pages 28 A & B, in the Probate Office.

7. Right(s) of Way(s) granted to The Water Works and Sewer Board of the City of Birmingham by Instrument(s) recorded in Inst. No. 20020718000335510 and Inst. No. 20030731000494840 in the Probate Office.

8. Restrictive Covenants and Grant of Land Easement(s) in favor of Alabama Power Company as shown by instrument(s) recorded in Inst. No. 20021119000577440 and Inst. No. 2002-18715 in the Probate Office.

9. Release of damages as set out in Inst. #20040322000143430 in Probate Office.

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TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants 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.

By acceptance of this Deed, Grantees hereby covenant and agree, for Grantees and Grantees' heirs, assigns, licensees, lessees, employees and agents, that Grantor shall not be liable for, and no action shall be asserted against Grantor 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 Grantor, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Grantor" shall mean and refer to (i) Stonegate Farms, LLC; (ii) the members of Stonegate Farms, LLC, both in their capacity as a member and in their separate corporate capacities including, without limitation and as may be applicable, their capacity as the owner or prior owner of any minerals subjacent to Stonegate Farms; (iii) the agents and employees of Stonegate Farms, LLC; (iv) the officers, directors, employees and agents of the members of Stonegate Farms, LLC; (v) any successors and assigns of Stonegate Farms, LLC; and (vi) any successors and assigns of Stonegate Farms LLC's interest in remaining property of Stonegate Farms, LLC. This covenant and agreement shall run with the land conveyed hereby as against Grantees and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, Grantor, STONEGATE FARMS, LLC, has caused this conveyance to be executed by its duly authorized President as of the 6th day of January, 2005.

STONEGATE FARMS, LLC an Alabama limited liability company

By: Mark D. Elgin

Mark D. Elgin

Its: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark D. Elgin, whose name as President of Stonegate Farms, LLC, an Alabama limited liability company, 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 limited liability company.

Given under my hand and official seal this 6th day of January, 2005.

Kristy L. Riley

Notary Public
My Commission expires: 10-1-05

KRISTY L. RILEY
NOTARY PUBLIC
COMM. EXP. 10-1-2005
ALABAMA STATE AT LARGE