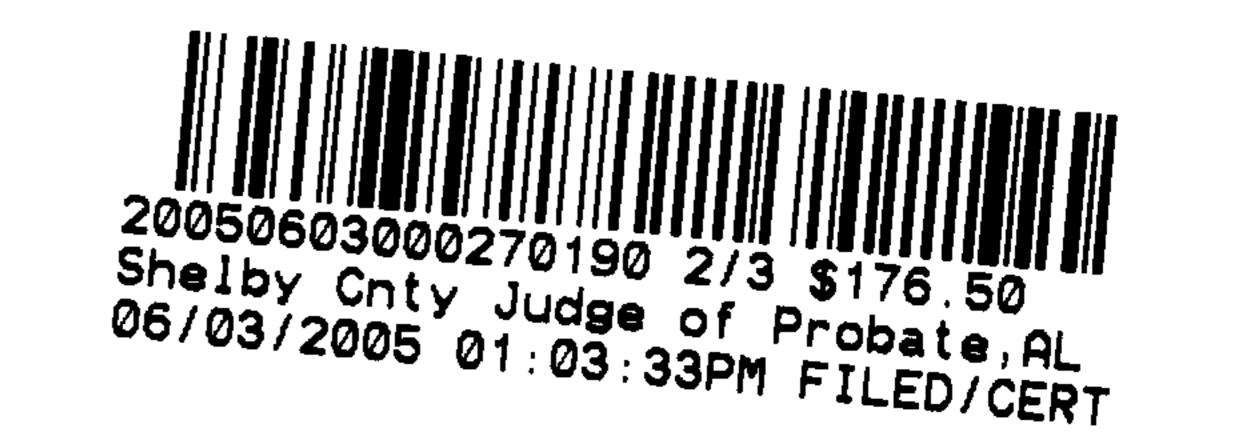
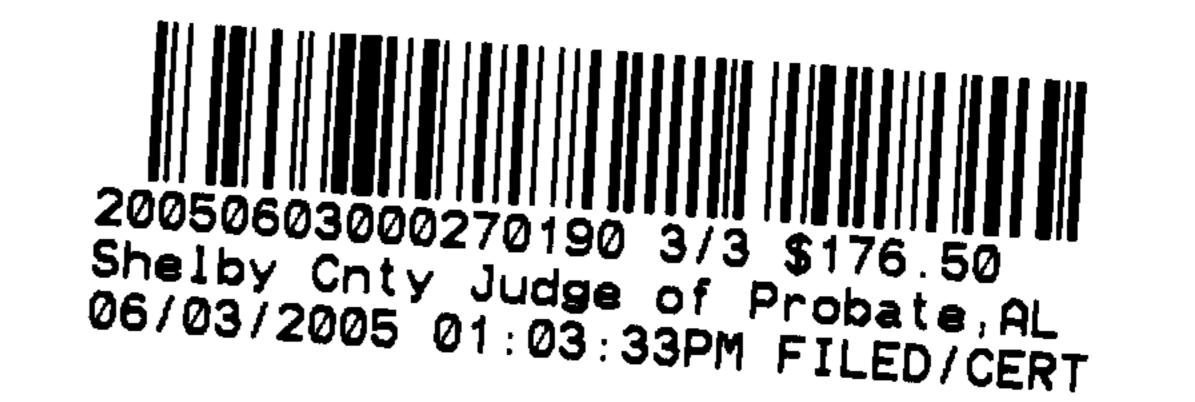
## STATUTORY WARRANTY DEED

This instrument was prepared by	Send Tax Notice To: Ira D. Levine
(Name) Larry L. Halcomb	name 4417 Crossings Ridge
3512 Old Montgomery Highway (Address) Birmingham, Alabama 35209	address Birmingham, AL 35242
Corporation Form Warranty Deed	
STATE OF ALABAMA	20050603000270190 1/3 \$176.50 Shelby Cnty Judge of Probate,AL 06/03/2005 01:03:33PM FILED/CERT
COUNTY OF SHELBY	KNOW ALL MEN BY THESE PRESENTS,
That in consideration of TWO HUNDRED EIGHTY FOUR THO	OUSAND ONE HUNDRED AND NO/100 (284,100.00) DOTLARS
to the undersigned grantor, Harbar Construction Company, Inc.	
(herein 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  The Levine Living Trust dated 12/7/2000  (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County,  Alabama to-wit:	
Lot 326, according to the Survey of Caldwell Book 33, Page 154, in the Probate Office of S County, Alabama.	Crossings, Third Sector, as recorded in Map Shelby County, Alabama. Situated in Shelby
Minerals and mining rights, together with rel Subject to taxes for 2005.	ease of damages, excepted.
Subject to conditions on attached Exhibit "A"	
Subject to itmes on attached Exhibit "B".	
	Shelby County, AL 06/03/2005 State of Alabama
	Deed Tax: \$159.50
\$ 125,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.	
TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.	
IN WITNESS WHEREOF, the said GRANTOR by its <b>Vice President, Denney Barrow</b> , who is authorized to execute this conveyance, hereto set its signature and seal,	
this the <u>26th</u> day of <u>May</u>	, #9 <u>200</u> 5
ATTEST:	Harbar Construction company, Inc.
	Denney Barrow, Vice President
STATE OF ALABAMA	
COUNTY OF JEFFERSON	
Larry L. Halcomb,	a Notary Public in and for said County, in said State,
hereby certify that Denney Barrow	
to the foregoing conveyance, and who is known to me	, a corporation, is signed, acknowledged before me on this day that, being informed and with full authority, executed the same voluntarily for
Given under my hand and official seal, this the 261	th day of May // , 19 2005.
My Commission Expires January 23,	20 <u>06</u> Lum / Mun
	Motary Public



## EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.



## EXHIBIT "B"

Easements and setback lines as shown on recorded map of said subdivision.

Title to all oil, gas and minerals within and underlying the premises, together with all oil mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights.

Right of Way to Shelby County as recorded in Volume 233, Page 700, in Volume 216, Page 29, and in Volume 282, Page 115.

Right of Way to Alabama Power Company as recorded in Real Volume 142, Page 148.

Right of Way to the City of Hoover as recorded in Instrument #2000-40742, Instrument #2000-40741 and Instrument #2000-25988.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument #2002-02381 and amendments thereto.

Easement for ingress and egress in Instrument #1997-20513.

Release of damages as set forth in Instrument #1997-23467.

Easement to Alabama Power Company as recorded in Instrument #20040204000057760.