20050606000274070 1/2 $59.00
Shelby Cnty Judge of Probate,AL
06/06/2005 03:06:42PM FILED/CERT

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

SEND TAX NOTICE TO:
Joseph Yelverton and Patricia M. Yelverton
215 Mountain Lake Trail
Alabaster, AL 35007

Shelby County, AL 06/06/2005
State of Alabama

Deed Tax:$45.00

STATE OF ALABAMA
SHELBY COUNTY

# STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) to **DESIGNMARK BUILDERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **JOSEPH YELVERTON and PATRICIA M. YELVERTON** (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 7, according to the map or survey of Mountain Lake Subdivision, as recorded in Map Book 31, Page 129, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2005, and taxes for subsequent years, not yet due and payable.

2. Restrictions and Covenants for Sewer System as recorded in Instrument #20040908000501180, of the Official records of Shelby County, Alabama.

**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, 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) Designmark Builders, LLC; (ii) the agents, employees, contractors and subcontractors of Designmark Builder, LLC; (iii) any successors and assigns of Designmark Builders, LLC; (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.

**$213,750.00 of the above recited proceeds were paid by a mortgage loan closed simultaneously herewith.**

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**IN WITNESS WHEREOF**, Grantor, DESIGNMARK BUILDERS, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 31st day of May, 2005.

**DESIGNMARK BUILDERS, LLC**

By:_____
David Brady, as Attorney-in-Fact

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 Attorney-in-Fact for Designmark Builders, 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 31st day of May, 2005.

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

_____
Notary Public
My Commission expires: 10-1-05