20050630000326030 1/2 $36.50
Shelby Cnty Judge of Probate,AL
06/30/2005 10:47:58AM FILED/CERT

This Instrument Prepared By:

Patrick F. Smith
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, Alabama 35205

Send Tax Notice To:

Joseph W. Birkbeck III
Sheree L. Birkbeck
485 Foothills Parkway
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Twenty Two Thousand Nine Hundred Dollars ($222,900.00) to the undersigned Foothills Homes, Inc., an Alabama corporation ("Grantor"), in hand paid by Joseph W. Birkbeck III and Sheree L. Birkbeck ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 18, according to the subdivision plat of Foothills Point, recorded in Map Book 32, Page 33, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Foothills Point Declaration of Covenants, Conditions and Restrictions recorded as Inst. #20031223000824110 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2005 and all subsequent years thereafter; (2) Public utility easements as shown by recorded plat, including 10 foot easement along the Northerly and Easterly sides of subject lot; (3) Transmission Line permit to Alabama Power Company recorded in Deed Book 127 Page 317; (4) Easement to South Central Bell recorded in Deed Book 320 Page 931 and Deed Book 336, Page 230; (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 69 Page 177; (6) Restrictions, limitations and conditions as set out in Map Book 32, Page 33; and Instrument #20031223000824110 in the Probate Office of Shelby County, Alabama; (7) Mineral and mining rights not owned by Grantor; (8) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or

200,610.00

Shelby County, AL 06/30/2005
State of Alabama

Deed Tax:$22.50

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arising out of any past, present or future soil, surface and/or subsurface conditions, know or unknown, (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD, to the said Grantee, as joint tenants with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantee herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Foothills Homes, Inc., an Alabama corporation, by its Vice President, Mary Thornton Taylor, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 20th day of June, 2005.

FOOTHILLS HOMES, INC., AN ALABAMA CORPORATION

By: Mary Thornton Taylor
Mary Thornton Taylor
Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mary Thornton Taylor, whose name as Vice President of Foothills Homes, Inc., an Alabama corporation, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 20th day of June, 2005.

Notary Public Patrick F. Smith
My Commission Expires: 10/06/05

[SEAL]

PATRICK F. SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE
#187310