STATUTORY WARRANTY DEED

This instrument was prepared by	Send Tax Notice To: John Y. Pace
(Name) <u>Larry L. Halcomb</u>	name 4489 Crossings Ridge
3512 Old Montgomery Highway (Address) Birmingham, Alabama 35209	address Birmingham, AL 35242
CORPORATION FORM WARRANTY DEE	D, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
STATE OF ALABAMA	
COUNTY OF SHETBY	BY THESE PRESENTS,
	THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS
to the undersigned grantor, Harbar Construction	
GRANIOR does by these presents, grant, bargain, sell and convey u	NTEES herein, the receipt of which is hereby acknowledged, the said into
John Y. Pace and Bea Pace	
them in lee simple, together with every contingent remainder	lives and upon the death of either of them, then to the survivor of and right of reversion, the following described real estate, situated o-wit:
	ell Crossings, Third Sector, as recorded in Map of Shelby County, Alabama. Situated in Shelby
Minerals and mining rights, together with Subject to taxes for 2005.	release of damages, excepted.
Subject to conditions on attached Exhibit	$^{\prime\prime\prime}A^{\prime\prime\prime}$.
Subject to items on attached Exhibit "B".	20050708000342500 1/3 \$290.00 Shelby Cnty Judge of Probate, AL 07/08/2005 11:19:36AM FILED/CERT
	Shelby County, AL 07/08/2005
	State of Alabama
	Deed Tax:\$273.00
	for and during their joint lives and upon the death of either of rs and assigns of such survivor forever, together with every contingent
IN WITNESS WHEREOF, the said GRANTOR, by its who is authorized to execute this conveyance, has hereto set its signal	Vice President, Denney Barrow, ture and seal, this the 24th day of June 192005.
ATTEST:	Harbar Construction Company, Inc.
AIILDI.	
	Denney Barrow, Vice President
STATE OF ALABAMA COUNTY OF JEFFERSON	
I, Larry L. Halcomb,	a Notary Public in and for said County in said
a corporation, is signed to the foregoing conveyance, and who	construction Company, Inc. is known to me, acknowledged before me on this day that, being er and with full authority, executed the same voluntarily for and as
Given under my hand and official seal, this the 24th	day of June 19 2005.
	Tarri T. /Halloomh
My Commission Expires: 1/23/06	My Commission Expires January 23, 20 06
	in Antingalou Evhuna aguant Eat Eat Eater

20050708000342500 2/3 \$290.00 Shelby Cnty Judge of Probate, AL 07/08/2005 11:19:36AM FILED/CERT

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.

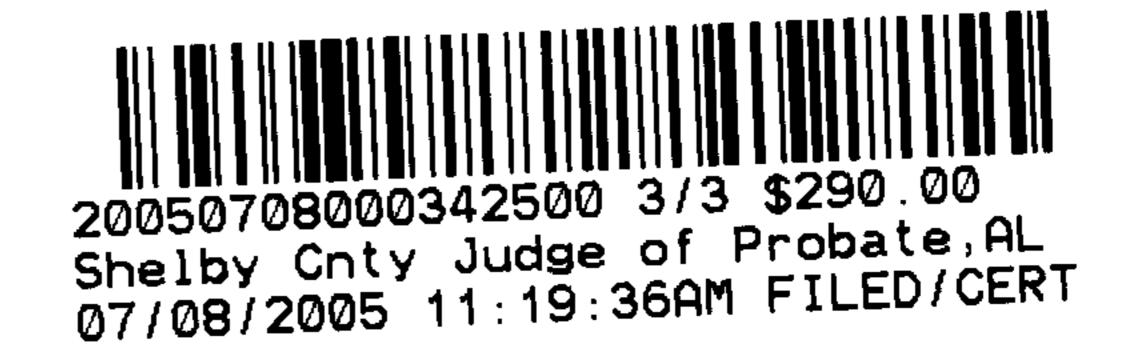


EXHIBIT "B"

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.