20050714000352410 1/2 $15.00
Shelby Cnty Judge of Probate,AL
07/14/2005 10:03:30AM FILED/CERT

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

SEND TAX NOTICE TO:
Steven M. Roth and Stacey L. Roth
1820 Hardwood View Drive
Birmingham, AL 35242

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Four Hundred Forty-Nine Thousand and 00/100 Dollars ($449,000.00) to **VINTAGE HOMES, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **STEVEN M. ROTH and STACEY L. ROTH** (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 33, according to the Survey of The Cove at Greystone, Phase II, as recorded in Map Book 29, page 136 A & B, as recorded 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. 50 foot building set back line, per plat map.

3. 50 foot building set back line in rear of lot, per plat map.

4. 15 foot building set back line on sides, per plat map.

5. Agreement recorded in Instrument Number 1999-24249, of the Official records of Shelby County, Alabama.

6. Articles of Incorporation of The Cove of Greystone Homeowner's Association, Inc., recorded in Instrument Number 1998-38837, of the Official records of Shelby County, Alabama.

7. Easement to Alabama Power Company, recorded in Instrument Number 2000-11841, of the Official records of Shelby County, Alabama.

8. Restrictions and covenants appearing of record in Instrument No. 1998-38836; Instrument No. 1998-38838; and Instrument No. 1998-41636.

9. Restrictions and covenants appearing of record in Book 2003, Page 32312, of the Official records of Shelby County, Alabama.

10. Easement recorded in Book 1998, Page 18416, 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.

$449,000.00 of the above recited purchase price was paid by mortgage loans closed simultaneously herewith.

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) Vintage Homes, LLC; (ii) the agents, employees, contractors and subcontractors of Vintage Homes, LLC; (iii) any successors and assigns of Vintage Homes, 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.

IN WITNESS WHEREOF, Grantor, VINTAGE HOMES, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 30th day of June, 2005.

VINTAGE HOMES, LLC,
An Alabama limited liability company

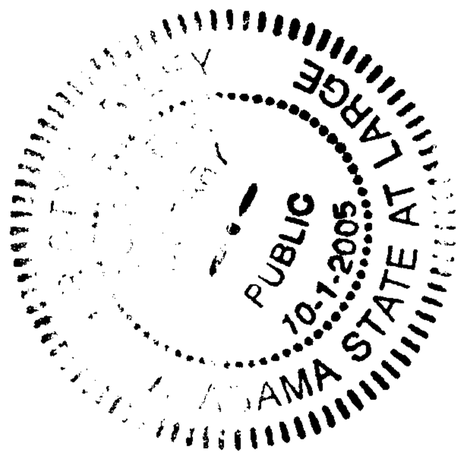
By: _____
Vasil C. Valekis, as Attorney-in-Fact

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Vasil C. Valekis, whose name as Attorney-in-Fact for Vintage Homes, 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, she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and official seal this 30th day of June, 2005.

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



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