STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb
(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

Send Tax Notice To: *Esther S. Peek*
name
4492 Crossings Ridge
address
Birmingham, AL 35242

Corporation Form Warranty Deed

20050805000398310 1/3 $302.00
Shelby Cnty Judge of Probate, AL
08/05/2005 08:50:31AM FILED/CERT

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF *SHELBY*)

That in consideration of *TWO HUNDRED EIGHTY FOUR THOUSAND EIGHT HUNDRED THIRTY FOUR AND NO/100 DOLLARS (284,834.00)*

to the undersigned grantor, *Harbar Construction Company, Inc.* a corporation

(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 *Esther S. Peek*

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in *Shelby County, Alabama* to-wit:

Lot 354, according to the Survey of Caldwell Crossings, Third Sector, as recorded in Map Book 33, Page 154, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Minerals and mining rights, togehter with release of damages, excepted.

Subject to taxes for 2005.

Subject to conditions on attached Exhibit "A".

Subject to items on attached Exhibit "B".

Shelby County, AL 08/05/2005
State of Alabama

Deed Tax:$285.00

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 *Vice President, Denney Barrow,* who is authorized to execute this conveyance, hereto set its signature and seal,

this the *28th* day of *July*, 19 *2005*

ATTEST:

Harbar Construction Company, Inc.

By *Denney Barrow*
Denney Barrow, Vice President

STATE OF *ALABAMA*)
)
COUNTY OF *JEFFERSON*)

I, *Larry L. Halcomb,* a Notary Public in and for said County, in said State,

hereby certify that *Denney Barrow*

whose name as *Vice President* of *Harbar Construction Company, Inc.*, a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the *28th* day of *July*, 19 *2005*

My Commission Expires January 23, 20 06

Larry L. Halcomb Notary Public

20050805000398310 2/3 $302.00
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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.

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EXHIBIT "B"

Variable easement and tree saver area along rear lot line, as shown on recorded map.

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.