20050809000407280 1/2 $124.00
Shelby Cnty Judge of Probate,AL
08/09/2005 12:34:16PM 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:

Douglas W. Graham
Lou Ellen Graham
528 Chesser Circle
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 Eighteen Thousand and No/100 Dollars ($218,000.00) to the undersigned Chesser Plantation, Inc., an Alabama corporation ("Grantor"), in hand paid by Douglas W. Graham and Lou Ellen Graham ("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 34, according to the Amended Survey of Chesser Plantation, Phase I, Sector I, recorded in Map Book 31, Page 21A & B, 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 Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2002030600010788 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) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 31 page 21A & B in the Probate Office of Shelby County, Alabama; (4) 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, for 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 arising out of any past, present or future soil, surface and/or subsurface conditions, known 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.

Shelby County, AL 08/09/2005
State of Alabama

Deed Tax:$110.00

$108,000.00 of the purchase price
received above was paid from the mortgage
loan closed [illegible]

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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 Chesser Plantation, Inc., an Alabama corporation, by its Vice President, Steven R. Chester, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 4th day of August, 2005.

CHESSER PLANTATION, INC., AN ALABAMA CORPORATION

By: _____
Steven R. Chester, Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steven R. Chester, whose name as Vice President of Chesser Plantation, 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 4th day of August, 2005.

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

PATRICK F. SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE

[SEAL]

#187170