20050916000481690 1/2 $56.00
Shelby Cnty Judge of Probate, AL
09/16/2005 10:46:49AM FILED/CERT

This Instrument Prepared By:

Eric L. Gay
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, Alabama 35205

Send Tax Notice To:

Courtney L. McEwen
470 Foothills Parkway
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Eight Thousand Four Hundred and No/100 Dollars ($208,400.00) to the undersigned Foothills Homes, Inc., an Alabama corporation ("Grantor"), in hand paid by Courtney L. McEwen ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 41, 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 arising out of any past, present or future soil, surface and/or subsurface conditions, know or unknown, (including, without limitation, radon,

Shelby County, AL 09/16/2005
State of Alabama

Deed Tax:$42.00

$166,700.00 of the purchase price recited above was paid from the mortgage loan closed simultaneously herewith.

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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, her heirs and assigns forever.

IN WITNESS WHEREOF, the said Foothills Homes, Inc., an Alabama corporation, by its Closing Agent, Kara Bowman, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 9 day of September, 2005.

FOOTHILLS HOMES, INC., AN ALABAMA CORPORATION

By: Kara Bowman
Kara Bowman
Closing Agent

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kara Bowman, whose name as Closing Agent 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 9th day of September, 2005.

Notary Public Eric L. Gay
My Commission Expires: 11/17/08

[SEAL]

ERIC L. GAY NOTARY PUBLIC ALABAMA STATE AT LARGE

#186355