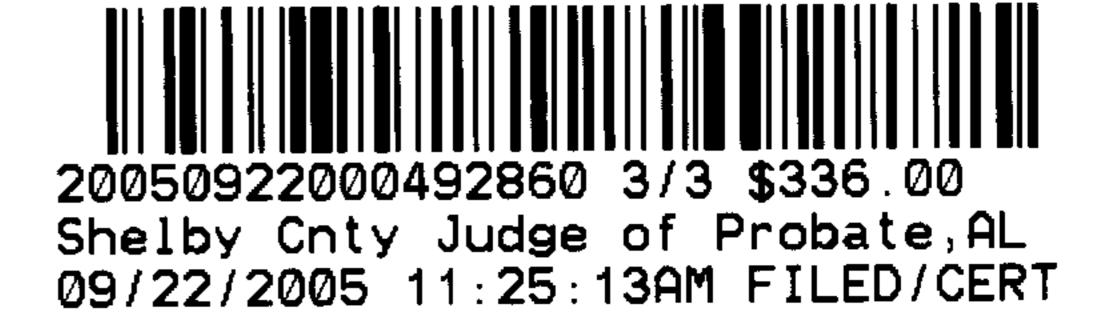
t 🛊 🛴	TATUTORY WARRANTY	DEED
This instrument was prepared by	Send	Tax Notice To: Katherine Marie Hazlett
(Name) Larry L. Halcomb		name <b>4474 Crossings Ridge</b>
3512 Old Montgomery Hig (Address) Birmingham, Alabama 352		address  Birmingham, AL 35242
Corporation Form Warranty Deed		
STATE OF ALABAMA		
COUNTY OF SHELBY		KNOW ALL MEN BY THESE PRESENTS,
That in consideration of THREE HUNDRE	D EIGHTEEN THOUSAN	D NINE HUNDRED TWO AND NO/100 DOLLARS (\$318,902.00)
to the undersigned grantor, Harba	r Construction Com	pany, Inc.
(herein referred to as GRANTOR) in he the said GRANTOR does by these presents	and paid by the grantes, grant, bargain, sell and	a corporation a corporation the herein, the receipt of which is hereby acknowledged, convey unto Katherine Marie Hazlett
		ing described real estate, situated in Shelby County,
		sings, Third Sector, as recorded in Map y County, Alabama. Situated in Shelby
Minerals and mining rights, tog	ether with release	of damages, excepted.
Subject to taxes for 2005.  Subject to conditions on attach	ed Exhibit "A".	
Subject to items on attached Ex	hibit "B".	
		20050922000492860 1/3 \$336.00
		Shelby Cnty Judge of Probate,AL 09/22/2005 11:25:13AM FILED/CERT
		Shelby County, AL 09/22/2005 State of Alabama
		Deed Tax:\$319.00
TO HAVE AND TO HOLD, To the		
IN WITNESS WHEREOF, the said (to execute this conveyance, hereto set its signal)		ce President, Denney Barrow, who is authorized
this the day of	September	, <u>19/ 2005</u>
ATTEST:		Harbar Construction Company, Inc.
		Lawas Smow
		Denney Barrow, Vice President
STATE OF ALABAMA		
COUNTY OF <i>JEFFERSON</i> I, Larry L. Halcom	<b>b</b> ,	a Notary Public in and for said County, in said State,
nereby certify that Denney Barrow		
whose name as <b>Vice President</b> o the foregoing conveyance, and who of the contents of the conveyance, he, and as the act of said corporation.	is known to me, ackn	owledged before me on this day that, being informed with full authority, executed the same voluntarily for
Given under my hand and official sea	l, this the 1.5th	day of September , 19 2005.
		Lus A Milliam

## 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"

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.