STATUTORY WARRANTY DEED

his instrument was prepared by	Send Tax Notice To: Willis E. Gilliland
Name) <u>Larry L. Halcomb</u>	name 4446 Crossings Ridge
3512 Old Montgomery Highway ddress) <u>Rirmingham, Alabama 35209</u>	address Birmingham, AL 35242
CORPORATION FORM WARRANTY DEED, J	OINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
TATE OF ALABAMA OUNTY OF SHELBY KNOW ALL MEN BY T	THESE PRESENTS,
at in consideration of THREE HUNDRED TWELVE THOUSAN	ID THREE HUNDRED NINETY FIVE AND NO/100 DOLLARS
the undersigned grantor, Harbar Construction Com	pany, Inc.
KANIOR does by these presents, grant, bargain, sell and convey unto	
Willis B. Gilliland and Martha M. Gilli	
erein referred to as GRANTEES) for and during their joint live em in fee simple, together with every contingent remainder and shelby County, Alabama to-wi	es and upon the death of either of them, then to the survivor of d right of reversion, the following described real estate, situated it:
	Crossings, Third Sector, as recorded in Map Shelby County, Alabama. Situated in Shelby
inerals and mining rights, together with realbject to taxes for 2005.	lease of damages, excepted.
ubject to conditions on attached Exhibit "A	
ubject to items on attached Exhibit "B".	20050923000497640 1/3 \$329.50 20050923000497640 1/3 \$329.50 Shelby Cnty Judge of Probate, AL 09/23/2005 03:13:46PM FILED/CERT
	Shelby County, AL 09/23/2005 State of Alabama
	Deed Tax:\$312.50
TO HAVE AND TO HOLD, To the said GRANTEES for em, then to the survivor of them in fee simple, and to the heirs a mainder and right of reversion.	or and during their joint lives and upon the death of either of and assigns of such survivor forever, together with every contingent
IN WITNESS WHEREOF, the said GRANTOR, by its Vic	e President, Denney Barrow e and seal, this the 22nd day of . September 19 2009
TTEST:	Harbay Construction Company, Inc.
	By Daniel Proceedings
	Denney Barrow, Vice President
OUNTY OF JEFFERSON	
I, Larry L. Halcomb, ate, hereby certify that Denney Barrow hose name as Vice President of Harbar C	a Notary Public in and for said County in said
corporation, is signed to the foregoing conveyance, and who is	s known to me, acknowledged before me on this day that, being and with full authority, executed the same voluntarily for and as
	day of September
	Jun / Hellow
	Larry L. Halcomb Notary Public
	My Commission Expires January 23, 20 <u>O</u>

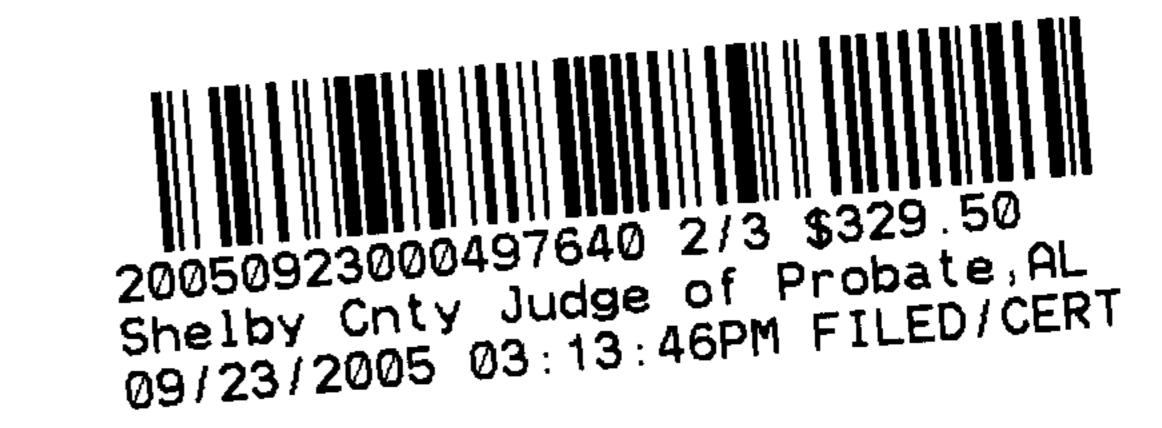


EXHIBIT "A"

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.

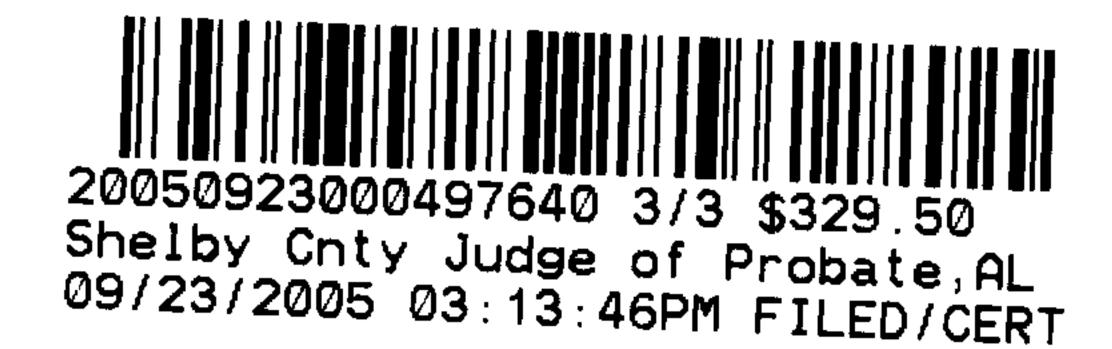


EXHIBIT "B"

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

7.5 foot easement on Northeast 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.