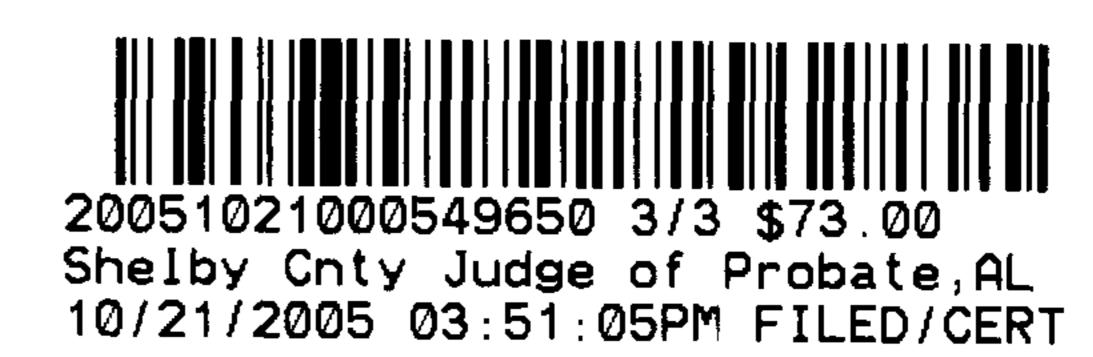
## STATUTORY WARRANTY DEED

This instrument was prepared by	Send Tax Notice To: William K. Gray
(Name) Larry L. Halcomb	name 4429 Crossings Ridge
3512 Old Montgomery Highway (Address) Rirmingham Alabama 35200	address Birmingham, AL 35242
(Address) Birmingham, Alabama 35209 (CORPORATION FORM WARRANTY DEED, Jo	
	OINTLY FOR LIFE WITH REMAINDER TO SUPVIVOR  20051021000549650 1/3 \$73.00
COUNTY OF SHELLBY  KNOW ALL MEN BY 1	THESE PRESENTS, Shelby Cnty Judge of Probate, 6 10/21/2005 03:51:05PM FILED/CE
That in consideration of TWO HUNDRED SEVENTY EIGHT THO	OUSAND EIGHT HUNDRED THRITY IWO AND NO/100 DOLLAR (278,832.00)
to the undersigned grantor, Harbar Construct	ion Company, Inc.
(herein referred to as GRANTOR), in hand paid by the GRANTE GRANTOR does by these presents, grant, bargain, sell and convey unto	a corporation, EES herein, the receipt of which is hereby acknowledged, the said
Will:iam K. Gray and Barbara K. Gray	<b>y</b>
(herein referred to as GRANTEES) for and during their joint live them in fee simple, together with every contingent remainder an in Shelby County, Alabama to-with the state of the state o	es and upon the death of either of them, then to the survivor of ad right of reversion, the following described real estate, situated it:
Lot 333, according to the Survey of Caldwell Map Book 33, Page 154, in the Probate Office Shelby County, Alabama.	
Minerals and mining rights, together with re Subject to taxes for 2006.	elease of damages, excepted.
Subject to conditions on attached Exhibit "A Subject to items on attached Exhibit "B".	A <sup>**</sup> .
\$ 223,065.60 of the purchase price was paint simultaneously herewith.	id from the proceeds of a mortgage loan closed
_	for 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 who is authorized to execute this conveyance, has hereto set its signature.	ice President, Denney Barrow, re and seal, this the 14th day of October 192005.
ATTEST:	Harbar Construction Company, Inc.
	By Menney Barrow, Vice President
STATE OF ALABAMA COUNTY OF JEFFERSON	
01	a Notary Public in and for said County in said onstruction Company, Inc.
a corporation, is signed to the foregoing conveyance, and who is informed of the contents of the conveyance, he, as such officer the act of said corporation,	is known to me, acknowledged before me on this day that, being and with full authority, executed the same voluntarily for and as
Given under my hand and official seal, this the 14th	
My Commission Expires January 23	3, 2006 Larry L. Halcomb Notary Public

## 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"

7.5-foot easement on Easterly lot line as shown on recorded map of said subdivision.

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.

Shelby County, AL 10/21/2005 State of Alabama

.Release of damages as set forth in Instrument #1997-23467.

Deed Tax: \$56.00

Easement to Alabama Power Company as recorded in Instrument #20040204000057760.