STATUTORY WARRANTY DEED

This instrument was prepared by	Send Tax Notice To: Joseph A. Madonia
(Name) Larry L. Halcomb	name 4454 Crossings Ridge
3512 Old Montgomery Highway (Address) Birmingham, Alabama 35209	address Birmingham, AL 35242
Corporation Form Warranty Deed	20051025000555200 1/3 \$333.50
STATE OF ALABAMA	Shelby Cnty Judge of Probate, AL 10/25/2005 03:35:58PM FILED/CERT
) 	KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF SHELBY That in consideration of THREE HUNDRED SIXTEEN TH	OUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$316,240.00)
to the undersigned grantor, Harbar Construction	
(herein referred to as GRANTOR) in hand paid by the the said GRANTOR does by these presents, grant, bargain, s	a corporation grantee herein, the receipt of which is hereby acknowledged, sell and convey unto Joseph A. Madonia
(herein referred to as GRANTEE, whether one or more), the Alabama to-wit:	following described real estate, situated in Shelby County,
Lot 362, according to the Survey of Caldwell Book 33, Page 154, in the Probate Office of County, Alabama.	
Minerals and mining rights, together with release of damages, excepted. Subject to taxes for 2006.	
Subject to conditions on attached Exhibit "A Subject to items on attached Exhibit "B".	
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TO HAVE AND TO HOLD, To the said GRANTEE,	his, her or their heirs and assigns forever.
	Shelby County, AL 10/25/2005
	State of Alabama Deed Tax:\$316.50
IN WITNESS WHEREOF, the said GRANTOR by its	Vice President, Denney Barrow, who is authorized
to execute this conveyance, hereto set its signature and seal,	Vice President, Denney Barrow, who is authorized
this the day of October	, 1 <u>9</u> 2005
ATTEST:	Harbar Construction Company, Inc.
	By Wing Ganon
STATE OF ALABAMA	Denney Barrow, Vice President
COUNTY OF JEFFERSON	
I, Larry L. Halcomb,	a Notary Public in and for said County, in said State,
hereby certify that Denney Barrow	
to the foregoing conveyance, and who is known to me	Construction Company, Inc., a corporation, is signed e, acknowledged before me on this day that, being informed and with full authority, executed the same voluntarily for
Given under my hand and official seal, this the	19th day of October , 19 2005.
My Commission Expires January 23, 20 <u>06</u>	Larry L. Halcomb Notary Public

20051025000555200 2/3 \$333.50 Shelby Cnty Judge of Probate, AL 10/25/2005 03:35:58PM FILED/CERT

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.

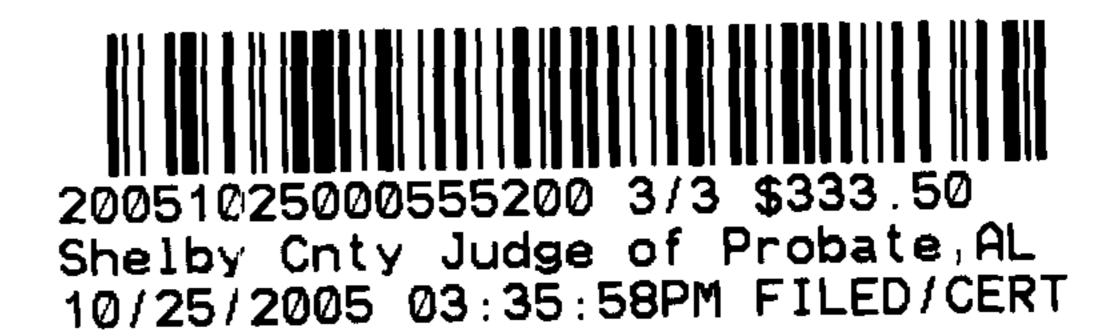


EXHIBIT "B"

Variable easement along rear 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.

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

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