20051108000581200 1/2 $23.00
Shelby Cnty Judge of Probate, AL
11/08/2005 01:19:50PM 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:

David G. Mackay
Martha I. Mackay
174 Narrows Peak Circle
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 11/08/2005
State of Alabama

Deed Tax:$9.00

STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Seventy Eight Thousand Two Hundred Dollars ($178,200.00) to the undersigned The Narrows II, Inc., an Alabama corporation ("Grantor"), in hand paid by David G. Mackay and Martha I. Mackay ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 42, according to the Amended Final Record Plat of Narrows Peak Sector, as recorded in Map Book 31 Page 125 A & B, 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 Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2000-9755 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) Fire district assessments for 2005 and subsequent years not yet due and payable; (3) Mineral and mining rights not owned by Grantor; (4) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Instrument #2000-9755, Instrument #2000-17136, Instrument #2000-36696; Instrument #2001-38328; Instrument #20020905000424180; Instrument #20021017000508250; and Instrument #20030716000450980 in the Probate Office of Shelby County, Alabama; (5) 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, known or unknown (including, without limitation, radon,

169,250.00 purchase price
mortgage

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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, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said The Narrows II, 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 14th day of October, 2005.

THE NARROWS II, 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 The Narrows II, 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 14th day of October, 2005.

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

[SEAL]

#18792

ERIC L. GAY
NOTARY
PUBLIC
ALABAMA STATE AT LARGE