



20051130000617870 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
11/30/2005 08:11:09AM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

Jon M. Turner, Jr.  
TURNER & ASSOCIATES, LLC  
Attorneys at Law  
2101 Highland Avenue, Suite 200  
Birmingham, Alabama 35205

**LAUREL HEIGHTS PROPERTIES, LLC**  
**40 MANNING PLACE**  
**BIRMINGHAM, ALABAMA 35242**

STATE OF ALABAMA            )  
SHELBY COUNTY                )

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **THREE HUNDRED SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$307,900.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, **MOSS ROCK BUILDING COMPANY, INC.** (herein referred to as "grantor" whether one or more), do grant, bargain, sell and convey unto **LAUREL HEIGHTS PROPERTIES, LLC** (herein referred to as "grantee", whether one or more) the following described real estate situated in **SHELBY** County, Alabama, to-wit:

**LOT 4-20, BLOCK 4, ACCORDING TO THE SURVEY OF MT. LAUREL – PHASE 1, BLOCK 4, AS RECORDED IN MAP BOOK 34 PAGE 136 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

Subject to the following:

1. Subject to the taxes for the year beginning October 1, 2005, which constitutes a lien, but are not yet due and payable until October 1, 2006.
2. Restrictions, covenants and conditions as set out in instrument (s) recorded in Inst. #20030327000184510 in the Probate Office.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 2000-35579; amended by 1<sup>st</sup> Amendment thereto and recorded in Inst. No. 2000-36270 and re-recorded as Inst. No. 2000-38859; 2<sup>nd</sup> Amendment thereto and recorded in Inst. No. 2000-38860 and 3<sup>rd</sup> Amendment as recorded in Inst. No. 2001-03681; 4<sup>th</sup> Amendment recorded as Inst. No. 20030213000091860; 5<sup>th</sup> Amendment recorded as Inst. No. 20030327000184530 and 6<sup>th</sup> Amendment recorded as Inst. No. 20030327000184540 and 7<sup>th</sup> Amendment recorded in Inst. No. 20030527000327720 and 8<sup>th</sup> Amendment as recorded in Inst. No. 20040413000191810, 9<sup>th</sup> Amendment as recorded in Inst. #20040623000340720 and 10<sup>th</sup> Amendment as recorded in Inst. #20041015000569110, and 11<sup>th</sup> Amendment as recorded in Inst. #20050714000352130 in the Probate Office.
4. Restrictions, limitations and conditions as set out in Map Book 34 page 136 in the Probate Office.
5. Covenant and Agreement for water service dated April 24<sup>th</sup> 1989 and recorded in Real Book 235 page 611 in Probate Office.
6. Sewer Service Agreement dated June 22<sup>nd</sup> 1999 by and between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set out in Inst. No. 1999-35429 in the Probate Office.



- 7. Declaration of Charter, Easements, Covenants and Restrictions of Mt. Laurel, A traditional Neighborhood Development as recorded in Inst. No. 2000-35580, as amended by 1<sup>st</sup> Amendment thereto and recorded in Inst. No. 2000-36270 and re-recorded as Inst. No. 2000-38859; 2<sup>nd</sup> Amendment as recorded in Inst. No. 2000-38860 and 3<sup>rd</sup> Amendment as recorded in Inst. No. 2001-03681; 4<sup>th</sup> Amendment recorded as Inst. No. 20030213000091860; 5<sup>th</sup> Amendment recorded as Inst. No. 20030327000184530 and 6<sup>th</sup> Amendment recorded as Inst. No. 20030327000184540 and 7<sup>th</sup> Amendment recorded in Inst. No. 20030527000327720 and 8<sup>th</sup> Amendment as recorded in Inst. No. 20040413000191810, 9<sup>th</sup> Amendment as recorded in Inst. #20040623000340720 and 10<sup>th</sup> Amendment as recorded in Inst. #20041015000569110 and 11<sup>th</sup> Amendment as recorded in Inst. #20050714000352130 in the Probate Office.
- 8. Live/Work Maintenance and Operating Agreement dated March 19, 2003 and recorded in Inst. #20030327000184520 and First Amended dated April 24, 2003 and recorded in Inst. #20030429000261710 in the Probate Office.
- 9. Covenants, agreement, easements and obligations as set out in Mixed Use Maintenance and Operating Agreement recorded as Inst. #20040623000340740 in the Probate Office.
- 10. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, as applicable as set out in and reference in deed(s) recorded in Instrument #20050216000079691 and Instrument #20050613000287980 in the Probate Office.
- 11. Mt. Laurel Town Center Covenants as set out by instrument(s) recorded in Inst. #20030327000184510, with 1<sup>st</sup> Amendment by instrument(s) recorded in Inst. #20040623000340730 in the Probate Office.

\$396,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEE.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, this 22ND day of NOVEMBER, 2005.

**MOSS ROCK BUILDING COMPANY, INC.**

By: *Della Pender*  
Its: *Vice President*

STATE OF ALABAMA            )  
JEFFERSON COUNTY         )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **DELLA PENDER**, whose name as **VICE PRESIDENT** of **MOSS ROCK BUILDING COMPANY, INC.**, 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 such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22ND day of NOVEMBER 2005.

*[Signature]*  
Notary Public

My Commission Expires: *01/23/08*