

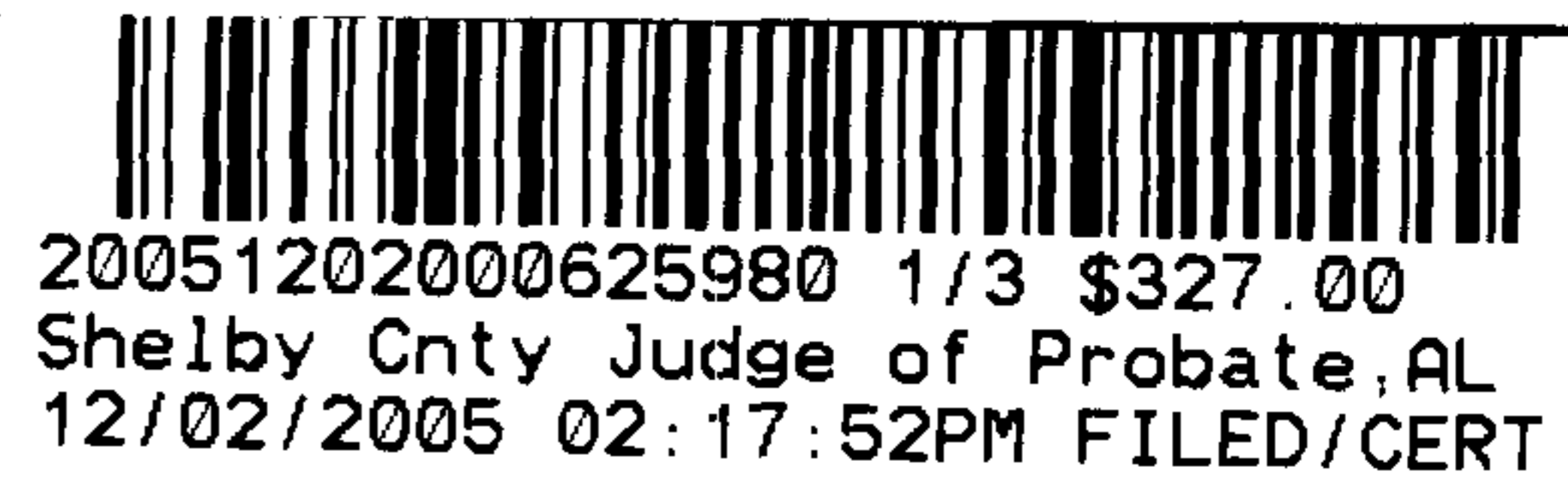
STATUTORY WARRANTY DEED

This instrument was prepared by

Send Tax Notice To: Tamera J. Lamle

(Name) Larry L. Halcomb
(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

name
3259 Crossings Drive
address
Birmingham, AL 35242



Corporation Form Warranty Deed

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **THREE HUNDRED NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (309,950.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **Tamera J. Lamle**

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in **Shelby County, Alabama** to-wit:

Lot 47, according to the Survey of Phase Three Caldwell Crossings Second Sector, as recorded in Map Book 31, Page 32, in the Probate Office of Shelby 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".

Shelby County, AL 12/02/2005
State of Alabama

Deed Tax: \$310.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

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,

this the 22nd day of November, 19 2005

ATTEST:

Harbar Construction Company, Inc.

By Denney Barrow
Denney Barrow, Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, **Larry L. Halcomb,**

a Notary Public in and for said County, in said State,

hereby certify that **Denney Barrow**

whose name as **Vice President** of **Harbar Construction Company, Inc.**, a 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, he, as 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 the 22nd day of November, 19 2005.

My Commission Expires January 23, 2006

Larry L. Halcomb
Notary Public



20051202000625980 2/3 \$327.00
Shelby Cnty Judge of Probate, AL
12/02/2005 02:17:52PM 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, permittees, 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.

20051202000625980 3/3 \$327.00
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EXHIBIT "B"

Restrictions, reservations and release of damages, as shown on recorded map.

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.

Easement for ingress and egress in Instrument #1997-20513.

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.

Release of damages as set forth in deed from Harbar Construction Company, Inc., recorded in Instrument # 20031201000777460.