

This instrument was prepared by:  
Gail Livingston Mills  
Burr & Forman LLP  
420 North 20th Street, Suite 3100  
Birmingham, AL 35203

Send Tax notice to:

175,000

STATE OF ALABAMA )

SHELBY COUNTY )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **HOWARD LAKE PROPERTIES, LLC**, an Alabama limited liability company ("Grantor"), in hand paid by **HARRY N. PEARSON, SR. AND HIS SON, HARRY N. PEARSON, JR.** (together, "Grantees"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, that certain parcel of real estate situated in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and made a part hereof.

Subject, however, to those matters set forth on Exhibit B attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** unto the said Grantees, its successors and assigns forever, together with every contingent remainder and right of reversion.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed by its duly authorized member on this 12th day of December, 2005.

**GRANTOR:**

**HOWARD LAKE PROPERTIES, LLC**,  
an Alabama limited liability company

By: \_\_\_\_\_

C. Doug Howard  
Its Sole Member

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

*\$175,000 of the purchase price was paid from  
Mortgage executed simultaneously.*

20051219000653920 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/19/2005 02:50:05PM FILED/CERT

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that C. Doug Howard, whose name as sole member of **HOWARD LAKE PROPERTIES, LLC**, an Alabama limited liability company, 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 member, and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the day the same bears date.

Given under my hand this 12th day of December, 2005.

Kerri W. Shutt  
Notary Public Kerri W. Shutt  
My Commission Expires Oct 25, 2008

## EXHIBIT A

### Legal Description

#### Lot 2

Commence at the Northeast corner of the West half of the SW 1/4 of Section 20, Township 18 South, Range 2 East, Shelby County, Alabama; thence run South 89 degrees 39 minutes 17 seconds West, 1,138.61 feet; thence South 30 degrees 06 minutes 00 seconds West, 663.50 feet to the point of beginning; thence South 30 degrees 06 minutes 00 seconds West, 510.0 feet; thence North 83 degrees 57 minutes 43 seconds West, 1,669.04 feet; thence North 02 degrees 15 minutes 20 seconds East, 186.26 feet; thence North 14 degrees 07 minutes 00 seconds East, 142.94 feet; thence North 20 degrees 59 minutes 00 seconds East, 197.67 feet; thence South 82 degrees 18 minutes 09 seconds East, 1,818.96 feet to the point of beginning; being situated in Shelby County, Alabama.



## EXHIBIT B

### Permitted Exceptions

1. Ad valorem taxes for the current year and for all subsequent years;
2. Transmission Line Permit to Alabama Power Company, recorded in Misc. Book 99, Page 345, and Deed Book 146, Page 398 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), and as shown on survey of James A. Riggins, Reg. No. 9428, dated March 7, 1999, being a 100 foot right of way;
3. Easement - Distribution Facilities to Alabama Power Company recorded as Instrument No. 20051101000565740 in the Probate Office;
4. Riparian rights to Pioneer Lake and Hurricane Creek;
5. Rights of others in and to the use of the easements as set out in the Declaration of Easements for Ingress, Egress and Utilities, as set out in instrument recorded as Instrument No. 20050415000178490 in Probate Office;
6. Terms and conditions of Declaration of Easements, Protective Covenants, and Restrictions for Pioneer Lake, a Recreational/Residential Subdivision, dated April 14, 2005, from the Grantor, as the declarant thereunder, recorded as Instrument No. 20050415000178500 in the Probate Office (the "Declaration");
7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, including rights set out in Deed Book 121, Page 294 and Deed Book 355, Page 694 in the Probate Office;
8. Rights of others in and to the use of the common areas as shown on survey of James A. Riggins dated March 7, 1999, and as contained in the Declaration and the Articles of Incorporation and By-Laws of the Pioneer Lake Residential Association, Inc., as recorded as Instrument No. 20050415000178510 in Probate Office;
9. Terms and Conditions of Ground Lease of Common Area, recorded as Instrument No. 20050415000178520 in Probate Office; and
10. Subject to terms and conditions of that certain Mortgage from Howard Lake Properties, LLC to Alabama Banker's Bank dated April 14, 2005, covering the "Common Area Parcel" as shown by Instrument No. 20050415000178530 in Probate Office.