THIS INSTRUMENT PREPARED BY:

Riley & Riley, P.C. 1950 Stonegate Drive, Suite 150 Birmingham, Alabama 35242 SEND TAX NOTICE TO: Infinity Designs, Inc. 1309 Cove Lake Circle Birmingham, AL 35242

> 20060216000077570 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 02/16/2006 11:35:28AM FILED/CERT

This property does not constitute the homestead of the grantor.

STATE OF ALABAMA
SHELBY COUNTY

## STATUTORY WARRANTY DEED

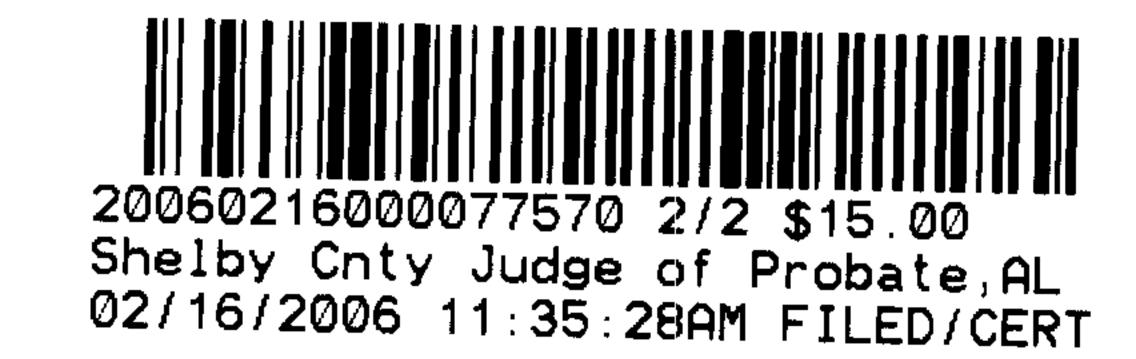
KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred Sixty-Nine Thousand and no/100 Dollars (\$269,000.00) to BOBBY R. WHITE, a married man, (the "Grantor"), in hand paid by INFINITY DESIGNS, INC., an Alabama corporation (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot \$1, according to the Survey of Stonegate Realty, Phase Three, as recorded in Map Book 33, page 122, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

## SUBJECT TO:

- 1. General and special taxes or assessments for 2006 and subsequent year not yet due and payable.
- 2. Any loss, claim, damage or expense including additional tax due, if any due to the fact that as valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3).
- 3. Building setback line and easements as shown by recorded plat.
- 4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. # 2001-5954 as amended and restated in Inst. # 2001-12016; Inst. No. 2001-5954; Inst. No. 2001-12016 and Inst. No. and Inst. No. 2003-11166 together with Articles of Incorporation of Stonegate Farms Property Owners Association, Inc. recorded in Inst. # 2001-5955 in the Probate Office.
- 5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 185, page 475; Deed Book 182, page 326; Deed Book 184, page 172; and Deed Book 180, page 35, and Inst. No. 2002-8798, in said Probate Office.
- 6. Easement and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.
- Restrictions, limitations and conditions as set out in Map Book 33, page 122; Map Book 29, page 4 A & B, and Map Book 31, pages 28 A & B, in the Probate Office.
- 8. Right(s) of Way(s) granted to The Water Works and Sewer Board of the City of Birmingham by Instrument(s) recorded in Inst. No. 20020718000335510 and Inst. No. 20030731000494840 in the Probate Office.
- 9. Restrictive Covenants and Grant of Land Easement(s) in favor of Alabama Power Company as shown by instrument(s) recorded in Inst. No. 20021119000577440 and Inst. No. 2002-18715, Inst. #20040102000000750 and Inst. #20020821000398600 and Inst. No. 2002-18715 in the Probate Office.
- 10. Easement(s) as shown per plat, including 20 feet storm easement on Northeasterly and Northwesterly sides of lot.

\$269,000.00 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.



11. Release(s) or damages as set out instrument(s) recorded in Inst. No. 200412115000085020 in the Probate Office.

TO HAVE AND TO HOLD unto Grantee, subject to the matters described above, its successor and assigns forever.

IN WITNESS WHEREOF, Grantor, Bobby R. White, have executed this conveyance this the 31<sup>st</sup> day of January, 2006.

Bobby R. White

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Bobby R. White**, whose name 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, executed the same voluntarily for and as his act on the day the same bears date.

Given under my hand and official seal this 31<sup>st</sup> day of January, 2006.

Notary Public

My Commission expires:\_