THIS INSTRUMENT PREPARED BY:
Riley & Riley, P.C.
1950 Stonegate Drive,
Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Bernard William Janovsky
Mildred Fisher Janovsky
2034 Timberline Drive
Calera, AL 35040

STATE OF ALABAMA
SHELBY COUNTY

20060307000107590 1/2 $21.00
Shelby Cnty Judge of Probate,AL
03/07/2006 03:39:59PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Forty-Two Thousand Four and 60/100 Dollars ($342,004.60) to **DESIGNMARK BUILDERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **BERNARD WILLIAM JANOVSKY and MILDRED FISHER JANOVSKY** (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 28, according to the map or survey of The Reserve at Timberline, as recorded in Map Book 34, Page 117 A, B, C, & D, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2006, and taxes for subsequent years, not yet due and payable.

2. Mineral and mining rights as recorded in Book 34, Page 130, Book 240, Page 935, Book 34, Page 917, Book 37, Page 593, Book 239, Page 526, Page 526, and Book 271, Page 918, of the Official records of Shelby County, Alabama.

3. Right of way to Alabama Power Company, recorded in Book 323, Page 131, Book 219, Page 75, and Book 2002, Page 6355, of the Official records of Shelby County, Alabama.

4. Restrictions and Covenants as recorded in Book 2005, Page 14193, of the Official records of Shelby County, Alabama, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

5. 25 foot building set back line, per plat map.

6. 8 foot easement on front side of lot, per plat map.

7. 65 foot easement at rear of lot, per plat map.

TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Designmark Builders, LLC; (ii) the agents, employees, contractors and subcontractors of Designmark Builder, LLC; (iii) any successors and assigns of Designmark Builders, LLC; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

$ 335,000.00 of the above recited proceeds were paid by a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, Grantor, DESIGNMARK BUILDERS, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 17th day of February, 2006.

DESIGNMARK BUILDERS, LLC

By:_____

Vasil C. Valekis, as Attorney-in-Fact

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Vasil C. Valekis, as Attorney-in-Fact for Designmark Builders, LLC, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of February, 2006.

_____

Notary Public

My Commission expires: 10-1-09

KRISTY LIGGAN RILEY
COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 1, 2009
STATE OF ALABAMA AT LARGE

20060307000107590 2/2 $21.00
Shelby Cnty Judge of Probate,AL
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Shelby County, AL 03/07/2006
State of Alabama

Deed Tax:$7.00