20060504000210260 1/2 $15.00
Shelby Cnty Judge of Probate,AL
05/04/2006 01:37:52PM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

R. Shan Paden
PADEN & PADEN
Five Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

VERSATILE BUILDERS, INC.
1116 OLD SECTION ROAD
HOOVER, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of TWO HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 ($202,500.00) DOLLARS to the undersigned grantor, RIVERWOODS PROPERTIES, LLC, 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 VERSATILE BUILDERS, INC., (herein referred to as GRANTEE, the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOTS 617 618 AND 619 ACCORDING TO THE SURVEY OF FINAL PLAT RIVERWOODS SIXTH SECTOR AS RECORDED IN MAP BOOK 32 PAGE 140 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR 2005 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2006.

2. BUILDING LINES AS SHOWN BY RECORDED MAP.

3. EASEMENTS AS SHOWN BY RECORDED MAP.

4. RESTRICTIONS AS SHOWN BY RECORDED MAP.

5. RIGHT OF WAY EASEMENT TO SOUTHERN NATURAL GAS CORPORATION RECORDED IN INSTRUMENT 2001-54741 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

6. EASEMENT TO RIVERWOODS PROPERTIES RECORDED IN INSTRUMENT 20030814000535930.

7. RIGHT OF WAY FOR RAILROAD RECORDED IN DT PAGE 655; DEED BOOK 11, PAGE 344; DEED BOOK 311, PAGE 301 AND DEED BOOK 311, PAGE 297 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

8. COVENANTS CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT 200207338 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

9. EASEMENT TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20040102000000380 AND INSTRUMENT 20040102000000390 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

$ 429.80 .00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

$267,120.00 of the consideration herein was derived from a mortgage closed simultaneoulsy herewith.

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simultaneously herewith.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

TO HAVE AND TO HOLD unto the said GRANTEE her/his heirs and assigns, forever.

IN WITNESS WHEREOF, the said JILL HUBBARD AS SEC OF PZ, INC MANAGING MEMBER OF RIVERWOODS PROPERTIES, LLC, has hereunto subscribed her name on this the 16th day of March, 2006.

RIVERWOODS PROPERTIES, LLC

JILL HUBBARD, SEC OF PZ, INC MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JILL HUBBARD, whose name as SEC OF PZ, INC MANAGING MEMBER of RIVERWOODS 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

ELIZABETH L. HENDERSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Given under my hand this the 16th day of March 2006.

Notary Public

My commission expires: 9-27-09