20060505000212630 1/2 $53.50
Shelby Cnty Judge of Probate,AL
05/05/2006 12:28:26PM FILED/CERT

Shelby County, AL 05/05/2006
State of Alabama

Deed Tax:$39.50

This Instrument Prepared By:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC060023b

Send Tax Notice To:

Harriette J. Ponder
Glenn K. Ponder
363 Chesser Park Drive
Chelsea, AL 35043-8213

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Ninety Five Thousand Four Hundred and 00/100 Dollars ($195,400.00) to the undersigned Chesser Plantation, Inc., an Alabama corporation ("Grantor"), in hand paid by Harriette J. Ponder and Glenn K. Ponder ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, by Joint Tenants with Right of Survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 56, according to the Survey of Cottages at Chesser, Phase I, recorded in Map Book 33, Page 45, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2002-10788 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

$156,320.00 of the Consideration as was paid from the proceeds of a mortgage loan.

Subject to: (1) Ad valorem taxes due and payable October 1, 2006 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 33 page 45 in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and

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deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD, to the said Grantee, her heirs and assigns forever.
IN WITNESS WHEREOF, the said Chesser Plantation, Inc., an Alabama corporation, by its VICE-PRESIDENT, STEVEN R. CHESTER, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 1st day of May, 2006.

CHESSER PLANTATION, INC., AN ALABAMA CORPORATION

By: _____
STEVEN R. CHESTER
VICE-PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that STEVEN R. CHESTER, whose name as VICE-PRESIDENT of Chesser Plantation, Inc., an Alabama 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 seal this the 1ST day of May, 2006.

_____
Notary Public
My Commission Expires: 9-16-06

[SEAL]

MARY PAMELA SHORT
MY COMMISSION EXPIRES
SEPTEMBER
16
2006
ALABAMA
NOTARY PUBLIC