20060711000334020 1/2 $124.00
Shelby Cnty Judge of Probate,AL
07/11/2006 03:42:34PM FILED/CERT

Shelby County, AL 07/11/2006
State of Alabama

Deed Tax:$110.00

This Instrument Prepared By:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC06-00352

Send Tax Notice To:

John George Mix
Constance Myrth Mix
317 Chesser Park Drive
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Seventy Four Thousand Six Hundred Fifty and 00/100 Dollars ($174,650.00) to the undersigned Chesser Plantation, Inc., an Alabama corporation ("Grantor"), in hand paid by John George Mix and Constance Myrth Mix ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 46, 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").

$65,000.00 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, MARY THORNTON TAYLOR, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 23rd day of June, 2006.

CHESSER PLANTATION, INC., AN ALABAMA CORPORATION

By: Mary Thornton Taylor
Mary Thornton Taylor
Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that MARY THORNTON TAYLOR 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, she, 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 23rd day of June, 2006.

VALERIE A. ENGLAND
MY COMMISSION EXPIRES
FEBRUARY
25
2008
ALABAMA
NOTARY PUBLIC

[SEAL]

Valerie A. England
Notary Public
My Commission Expires: