20060801000369460 1/2 $15.00
Shelby Cnty Judge of Probate, AL
08/01/2006 12:09:19PM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

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

SEND TAX NOTICE TO:

ALPHA HOMEBUILDERS, LLC
1620 Bent River Circle
Birmingham, AL 35216

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of EIGHTY SEVEN THOUSAND AND NO/100 ($87,000.00) 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 ALPHA HOMEBUILDERS, LLC, (herein referred to as GRANTEE, the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 746, ACCORDING TO THE FINAL PLAT OF RIVERWOODS SEVENTH SECTOR PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 69, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

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

2. 25 FOOT BUILDING LINE ON FRONT AND REAR AS SHOWN BY RECORDED MAP.

3. RESTRICTIONS AS SHOWN BY RECORDED MAP.

4. EASEMENT TO SOUTHERN NATURAL GAS, AS RECORDED IN INSTRUMENT 2001-54741, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

5. EASEMENT TO RIVERWOODS PROPERTIES, AS RECORDED IN INSTRUMENT 20030814000535930, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

7. RESTRICTIONS OR COVENANTS APPEARING OF RECORD IN INSTRUMENT 2002-7338, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

8. EASEMENTS TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20040102000000380, INSTRUMENT 20040102000000390, INSTRUMENT 20050801000383330, INSTRUMENT 20050801000383370, AND INSTRUMENT 20050801000383390 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

$284,175.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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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 KENDALL C. ZETTLER AS VP OF RIVERWOODS PROPERTIES, LLC, has hereunto subscribed her name on this the 27th day of JULY, 2006.

RIVERWOODS PROPERTIES, LLC

KENDALL C. ZETTLER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that KENDALL C. ZETTLER, whose name as VP 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.

Given under my hand this the 27th day of JULY, 2006.

Notary Public

My commission expires: 5-21-08