STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb, Attorney
3512 Old Montgomery Highway
(Address) Birmingham, Alabama 35209

Send Tax Notice To: _____
name _____
address _____

20060905000435300 1/3 $66.50
Shelby Cnty Judge of Probate, AL
09/05/2006 11:48:53AM FILED/CERT

Corporation Form Warranty Deed

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF SHELBY)

That in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS

to the undersigned grantor, Harbar Construction Company, Inc. a corporation

(herein referred to as GRANTOR) 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 Denney E. Barrow

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama to-wit:

Lot 46, according to the Map and Survey of Caldwell Crossings, Phase 2, Sector 2, as recorded in Map Book 31, Page 31, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to taxes for 2006.

Subject to items on attached Exhibit "A".

Subject to terms and conditions on attached Exhibit "B".

Value
$49,500.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

Shelby County, AL 09/05/2006
State of Alabama

Deed Tax:$49.50

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Denney Barrow, who is authorized to execute this conveyance, hereto set its signature and seal,

this the 25th day of August, 19 2006.

ATTEST:

_____

Harbar Construction Company, Inc.

By Denney Barrow
Denney Barrow, Vice President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Larry L. Halcomb, a Notary Public in and for said County, in said State,

hereby certify that Denney Barrow

whose name as Vice President of Harbar Construction Company, Inc., a 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 official seal, this the 25th day of August, 19 2006.

My Commission Expires January 23, 2010

Larry L. Halcomb Notary Public

EXHIBIT "A"

Right of Way to Shelby County in Deed Book 282, Page 115; Deed Book 216, Page 29; Deed Book 233, Page 700.

Permit to Alabama Power Company in Real Book 142, Page 148.

Easement for ingress and egress in Instrument #1997-20513.

Easement to the City of Hoover in Instrument #2000-25988; Instrument #2000-40741 and Instrument #2000-40742.

Title to all oil, gas and minerals within and underlying the premises, together with all oil mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument #2000-43395 in the Probate Office of Shelby County, Alabama.

Covenants, conditions, and restrictions (provisions, if any, based on race, color, religion, sex, handicap, familial status or national origin are omitted) as set forth in Instrument document recorded in Instrument #2002-2381; amended in Instrument #2002-320730; amended in Instrument #2002-61357 to add Map Book 30, Page 116 and further amended in Instrument #20030710000436650 to add Map Book 31, Pages 31 and 32 and Map Book 30, Page 116.

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EXHIBIT "B"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

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