20060912000450270 1/2 $69.00
Shelby Cnty Judge of Probate,AL
09/12/2006 09:53:03AM FILED/CERT

This Instrument Prepared By:
CHARLES D. STEWART, JR.
Executive Real Estate Group, LLC
4898 Valleydale Road, Suite A-2
Birmingham, AL 35242

Send Tax Notice To:
DUANE L. PHILLIPS
1213 NARROWS POINT NOOK
BIRMINGHAM, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 09/12/2006
State of Alabama

Deed Tax:$55.00

STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Thousand Eight Hundred and 00/100 Dollars ($200,800.00) to the undersigned The Narrows II, Inc., an Alabama corporation ("Grantor"), in hand paid by, DUANE L. PHILLIPS AND JANE PHILLIPS, HUSBAND AND WIFE ("Grantee"), 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 63, ACCORDING TO THE FINAL PLAT OF NARROWS POINT - PHASE 5, AS RECORDED IN MAP BOOK 35, AT PAGE 90 A & B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20020101700050825O, AND INSTRUMENT NO. 20030716000450980, AND INSTRUMENT NO. 20050831000450840, ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

$145,800.00 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) Fire district assessments for 2006 and subsequent years not yet due and payable; (3) Mineral and mining rights not owned by Grantor; (4) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Instrument #2000-9755, Instrument #2000-17136, Instrument #2000-36696, Instrument #2001-38328, Instrument #20020905000424180, Instrument #20020101700050825O; and Instrument #20030716000450980 in the Probate Office of Shelby County, Alabama; (5) 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 and releases and

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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 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, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said The Narrows II, Inc., an Alabama corporation, by KARA BOWMAN, its CLOSING AGENT, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 1ST day of SEPTEMBER, 2006.

THE NARROWS II, INC., AN ALABAMA CORPORATION

By: _____
NAME: KARA BOWMAN
TITLE: CLOSING AGENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that KARA BOWMAN, whose name as CLOSING AGENT of The Narrows II, 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/she/they, 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 SEPTEMBER, 2006.

[SEAL] CHARLES D. STEWART, JR. MY COMMISSION EXPIRES APRIL 13 2008 ALABAMA NOTARY PUBLIC

_____
Notary Public
My Commission Expires: 4-13-08