NTC0600638

20061006000496620 1/2 $46.00
Shelby Cnty Judge of Probate,AL
10/06/2006 10:33:00AM FILED/CERT

This Instrument Prepared By:

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

Send Tax Notice To:

JONATHAN W. BURCH
MEREDITH D. BURCH
464 HOLLAND LAKES DRIVE NORTH
PELHAM, AL 35124

**STATE OF ALABAMA )**
**COUNTY OF SHELBY )**

Shelby County, AL 10/06/2006
State of Alabama

Deed Tax:$32.00

# STATUTORY WARRANTY DEED

**KNOW ALL PERSONS BY THESE PRESENTS**, that in consideration of One Hundred Fifty Seven Thousand Eight Hundred Eighty Four Dollars ($157,884.00) to the undersigned Holland Lakes, Inc., an Alabama corporation ("Grantor"), in hand paid by JONATHAN W. BURCH and MEREDITH D. BURCH ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as Joint Tenants with Right of Survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 33, according to the Final Plat of Holland Lakes, Sector Two, Phase 1, as recorded in Map Book 36, Page 8, in the Probate Office of Shelby County, Alabama (the "Property"); being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Holland Place Declaration of Covenants, Conditions, and Restrictions executed by the Grantor and filed for record as Instrument No. 2005046000199570 in the Probate Office of Shelby County, Alabama (the "Declaration").

$126,307.00 of the Consideration 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 36, Page 8 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, predecessors, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from 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.

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IN WITNESS WHEREOF, the said Holland Lakes, Inc., an Alabama corporation, by its CLOSING AGENT, KARA BOWMAN, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of September, 2006.

HOLLAND LAKES, INC., AN ALABAMA CORPORATION

By: _____
KARA BOWMAN, CLOSING AGENT

**STATE OF ALABAMA )**
**COUNTY OF JEFFERSON )**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that KARA BOWMAN, whose name as CLOSING AGENT, of Holland Lakes, 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 28th day of September, 2006.

[SEAL] PAULA D. LEVITT MY COMMISSION EXPIRES DECEMBER 18 2007 ALABAMA NOTARY PUBLIC

Notary Public _____
My Commission Expires: 12-18-07