20061109000552380 1/2 $192.00
Shelby Cnty Judge of Probate, AL
11/09/2006 02:04:00PM FILED/CERT

STATE OF ALABAMA )
:
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **EDWARDS SPECIALTIES, INC., an Alabama corporation,** for and in consideration of the sum of **ONE HUNDRED SEVENTY EIGHT THOUSAND AND NO/100 ($178,000.00) DOLLARS,** and other good and valuable consideration, this day in hand paid to it by **CEDAR LANE, LLC, an Alabama limited liability company,** the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said **CEDAR LANE, LLC, an Alabama limited liability company,** the following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lots 118 and 119, according to the map or plat of survey of CHESAPEAKE SUBDIVISION, A Residential Community situated in the Southwest One-Quarter of the Southeast One-Quarter of Section 30, Township 21 South, Range 2 West, City of Calera, Shelby County, Alabama, as recorded in Map Book 37, Page 123, in the Office of the Judge of Probate of Shelby County, Alabama.

**The consideration set forth above was paid in cash.**

TO HAVE AND TO HOLD THE above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **CEDAR LANE, LLC, an Alabama limited liability company,** and unto its successors and assigns forever.

AND THE UNDERSIGNED, Grantor, for itself, its successors and assigns, does hereby and in consideration of the premises, warrant and will forever, defend the title to the above described and hereby granted premises unto the said **CEDAR LANE, LLC, an Alabama limited liability company,** its successors and assigns, from and against itself, and all persons claiming or holding under it, the said Grantor, and also against the lawful claims or demands of all persons whomsoever, covenanting that it is seized in fee thereof; that it has a good and lawful right to sell and convey the same, as aforesaid; that the same is free and clear of all encumbrances, except taxes due October 1, 2007, and subsequent years; and further excepting such state of facts as shown on the subdivision plat recorded in Map Book 37, Page 123, including but not limited to sign easements, utility easements and drainage easements dedicated by said plat, and together with any easements, rights of way or restrictions pertaining to the above described property of record in the Probate Office of Shelby County, Alabama.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

IN WITNESS WHEREOF, **EDWARDS SPECIALTIES, INC., an Alabama corporation,** has caused this instrument to be executed by its President on this the 2nd day of November, 2006.

EDWARDS SPECIALTIES, INC.

By:_____
Alden R. Edwards, Its President

Stephens Milliron

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STATE OF ALABAMA )
:
MADISON COUNTY )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **ALDEN R. EDWARDS,** whose name as President of **EDWARDS SPECIALTIES, 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, 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 2nd day of November, 2006.

Notary Public
My Commission Expires: 7-14-2007

JAMES G. HARRISON NOTARY PUBLIC ALABAMA STATE AT LARGE

This Instrument Prepared By:
JAMES G. HARRISON
STEPHENS, MILLIRONS, HARRISON & GAMMONS, P.C.
2430 L & N DRIVE, HUNTSVILLE, ALABAMA 35801

Shelby County, AL 11/09/2006
State of Alabama

Deed Tax:$178.00