STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb, Attorney

(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

Send Tax Notice To: Keith C. Conner
name
5613 Crossings View
address
Birmingham, AL 35242

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
COUNTY OF **SHELBY**

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($483,300.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation,

(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **Keith C. Conner, Virginia Jackson, and Donald B. Jackson**

(herein referred to as GRANTEES) for and during their joint lives and upon the death of **any** of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in **Shelby County, Alabama** to-wit:

Lot 489, according to the Map and Survey of Caldwell Crossings, Sector 4, Phase 2, as recorded in Map Book 36, Page 149, in the Office of the Judge of Probate of Shelby County, Alabama.

Minerals and mining rights, together with release of damages, excepted.
Subject to taxes for 2007.
Subject to conditions on attached Exhibit "A".
Subject to items on attached Exhibit "B".

$ 300,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said Keith C. Conner, Virginia Jackson and Donald B. Jackson, as joint tenants, with the right of survivorship, successively, 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), upon the death of any one of said grantees the entire interest in said property shall vest in the two survivors, as joint tenants, with right of survivorship, and that upon the death of either of the said two survivors, the said property shall vest in the survivor of them and that the entire interest in fee simple shall pass to and vest in the last surviving grantees herein named, but if neither grantee named survives the other or others, such as in case of death in a common accident, then the heirs and assigns of the grantees herein shall take as tenants in common.

20061212000601170 1/3 $201.50
Shelby Cnty Judge of Probate,AL
12/12/2006 10:48:29AM FILED/CERT

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

Deed Tax:$183.50

IN WITNESS WHEREOF, the said GRANTOR, by its **President, Denney Barrow,** who is authorized to execute this conveyance, has hereto set its signature and seal, this the **4th** day of **December** 19**2006.**

ATTEST:

Harbar Construction Company, Inc.

By _____
Denney Barrow, 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 **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 **4th** day of **December** 19**2006.**

_____
Larry L. Halcomb Notary Public

My Commission Expires January 23, 2010

20061212000601170 2/3 $201.50
Shelby Cnty Judge of Probate,AL
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EXHIBIT "A"

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.

20061212000601170 3/3 $201.50
Shelby Cnty Judge of Probate,AL
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EXHIBIT "B"

10-foot easement located along the rear lot line and a 7.5-foot easement along Easterly lot line, as shown on the recorded map of said subdivision.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Misc. Volume 27, page 381, Instrument #20060426000194980, Instrument # 20050413000172750, Instrument #1997-23467 and Instrument #20050322000127490.

Agreement with City of Hoover as recorded in Instrument #20050322000127490.

Easement as shown in Instrument #1993-31528 and in Instrument #1993-31529.

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 Real Volume 319, page 293 in the Probate Office of Shelby County, Alabama.

Any riparian rights with respect to Moon Glow Lake bordering property.

Covenants, conditions, releases, limitation of actions, and other matters in that certain Statutory Warranty Deed recorded in Instrument #1997-23467.

Easement to the City of Hoover as shown in Instrument #2000-25987.

Easement to Alabama Power Company recorded in Instrument #20040204000057770, Instrument #20050803000391990, Instrument #20050803000391980, Instrument #20060201000052420, Book 220, Page 57 and Book 217, Page 750.

Power lines, drainage and other matters as shown on survey of Paragon Engineering, Inc., dated 05/07/97 and on survey of Laurence D. Weygand dated 01/22/05.

Memorandum of Lease to Foresite, LLC, as shown in Instrument #20021217000632730.

Amendment to Restrictive Covenants (Sanctuary) as recorded in Instrument #20060516000230000.