STATUTORY WARRANTY DEED

This instrument was prepared by

Send Tax Notice To: Mike McDavid

(Name) Larry L. Halcomb, Attorney	name 5621 Crossings View
3/512 Old Montgomery Highway	address Birmingham, AL 35242
(Address) <u>Birmingham</u> , Alabama 35209 CORPORATION FORM WARRANTY DEED,	JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR
STATE OF ALABAMA COUNTY OF SHELBY KNOW ALL MEN BY	THESE PRESENTS,
	THOUSAND FOUR HUNDRED FIFTEEN AND No/100 DOLLARS
to the undersigned grantor, Harbar Construction Co	(\$388,415.00) Smpany, Inc.
(herein referred to as GRANTOR), in hand paid by the GRANT GRANTOR does by these presents, grant, bargain, sell and convey unto Mike McDavid and Mikelyn McDavid	EES herein, the receipt of which is hereby acknowledged, the said
them in fee simple, together with every contingent remainder a	ves and upon the death of either of them, then to the survivor of and right of reversion, the following described real estate, situated wit:
Lot 487, according to the Map and Survey of 2, (Sanctuary), as recorded in Map Book 36, of Probate of Shelby County, Alabama.	Caldwell Crossings, Sector 4, Phase Page 149, in the Office of the Judge
Minerals and mining rights, together with r	celease of damages, excepted.
Subject to taxes for 2007. Subject to conditions on attached Exhibit 'Subject to items on attached Exhibit "B".	A 20061214000609290 1/3 \$304.50 Shelby Cnty Judge of Probate, AL 12/14/2006 11:00:17AM FILED/CERT
\$ 101,000.00 of the purchase price was paclosed simultaneously herewith.	aid from the proceeds of a mortgage loan
Shelby County, AL 12/14/2006 State of Alabama Deed Tax:\$287.50	
	for and during their joint lives and upon the death of either of and assigns of such survivor forever, together with every contingent
IN WITNESS WHEREOF, the said GRANTOR, by its Pre who is authorized to execute this conveyance, has hereto set its signature	sident, Denney Barrow, re and seal, this the 8th day of December 19 2006
ATTEST:	Harbar Construction Company, Inc. By
STATE OF ALABAMA	Denney Barrow, President
COUNTY OF JEFFERSON	
a corporation, is signed to the foregoing conveyance, and who i	a Notary Public in and for said County in said struction Company, Inc. s known to me, acknowledged before me on this day that, being and with full authority, executed the same voluntarily for and as
Given under my hand and official seal, this the 8th	day of December 1 2006.
	Larry L. Halcomb Notary Public
	Larry L. Halcomb Notary Public
	My Commission Expires January 23, 20 12

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, 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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EXHIBIT "B"

Variable easement located along the rear lot line as shown on the recorded map of said subdivision.

Right of Way to Alabama Power Company recorded in Book 220, Page 67 and Book 217, Page 750.

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, Instrument #20060426000194980 and Instrument #20050322000127490.

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

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

Easement, mineral and mining rights as shown in Real Volume 3192 Page 293 and Real Volume 319, Page 293.

Less and except any part of the property lying within a road right of way.

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

.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.

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