20070119000030720 1/3 $18.00
Shelby Cnty Judge of Probate, AL
01/19/2007 02:15:22PM FILED/CERT

Send Tax Notice To: City of Pe.....
P. O. Box 1419
Pelham, AL 35124

This instrument was prepared by:
Brian Plant
Law Offices of J. Steven Mobley
2101 – 4th Avenue South, Ste. 200
Birmingham, Alabama 35233

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF SHELBY)

THAT IN CONSIDERATION OF **One Dollar ($1.00)** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Mobley Development, Inc.**, an Alabama Subchapter S corporation (herein referred to as Grantor), does grant, bargain, sell and convey unto the **City of Pelham, Alabama** (herein referred to as Grantee), the following described real estate situated in the State of Alabama, County of Shelby (the "Property"), to-wit:

See Exhibit "A" for legal description.

Subject to:

1. The authority and control of the Architectural Review Committee of the Ballantrae Residential Association.
2. General and special taxes or assessments for 2007 and subsequent years not yet due and payable.
3. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record.

TO HAVE AND TO HOLD unto the said Grantee and its successors and assigns, forever.

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser's sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Seller has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lot or any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

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IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 1st day of May, 2006.

MOBLEY DEVELOPMENT, INC.

By: J. Steven Mobley
J. Steven Mobley, President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, 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 1st day of May, 2006.

Linda H. Roberts
Notary Public
My Commission Expires: 3-29-09

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Exhibit "A"

A Parcel of land situated in the SW 1/4 of Section 27, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SW Corner of said Section 27; thence N.02°35'42"W., a distance of 1,283.90 feet; thence N.87°24'18"E., a distance of 1,416.38 feet to the POINT OF BEGINNING; thence N.85°40'14"E., a distance of 101.70 feet; thence S.76°06'19"E., a distance of 18.39 feet; thence N.02°35'36"E., a distance of 134.23 feet to a point of curve to the left having a radius of 25.00 feet, a central angle of 98°15'01" and subtended by a chord which bears N.46°31'55"W., a chord distance of 37.81 feet; thence northwesterly along the arc a distance of 42.87 feet; thence S.84°20'34"W., a distance of 40.57 feet to a point of curve to the right having a radius of 2,530.00 feet, a central angle of 01°49'28" and subtended by a chord which bears S.85°15'18"W., a chord distance of 80.56 feet; thence westerly along the arc a distance of 80.56 feet; thence S.08°28'24"E., a distance of 154.39 feet to the POINT OF BEGINNING.
Containing 0.5 acres, more or less.