This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Wayne T. Nearing and Virginia P. Nearing
1025 Kings Way
Birmingham, Alabama 35242

20070219000075840 1/3 $187.00
Shelby Cnty Judge of Probate, AL
02/19/2007 02:13:16PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THREE HUNDRED SIXTY NINE THOUSAND SIX HUNDRED EIGHT DOLLARS AND 17/100----------DOLLARS ($369,608.17) to the undersigned grantor, DUNNAVANT PLACE, LLC., an Alabama Limited Liability Company (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said DUNNAVANT PLACE, LLC, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto WAYNE T. NEARING and VIRGINIA P. NEARING (hereinafter referred to as "Grantee", whether one or more) as joint tenants with rights of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 2509, according to the Survey of Highland Lakes, 25th Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 41, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543,and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument No. 20051229000667940, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

The above property is conveyed subject to:

(1) Ad Valorem taxes due and payable October 1, 2007, and all subsequent years thereafter, including any "roll-back taxes."

(2) Easements as per plat.

(3) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.

(4) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.

(5) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 25th Sector, Phase II, recorded in Instrument No. 20051229000667940, in the Probate Office of Shelby County, Alabama.

(6) Subdivision restrictions, limitations and conditions as set out in Map Book 36, Page 41, in said Probate Office.

(7) Title to all minerals within and underlying the premises, together with all oil and 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 Book 28, Page 237; Instrument No. 1998-7776; Instrument No. 1998-7777 and Instrument No. 1998-7778, in said Probate Office.

(8) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:

(a) As per plot plan which must be approved by the ARC;

(9) Right of way to Birmingham Water and Sewer Board as recorded in Instrument No. 1997-4027 and Instrument No. 1996-25667, in the said Probate Office.

$200,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Shelby County, AL 02/19/2007
State of Alabama

Deed Tax:$170.00

CLAYTON T. SWEENEY, ATTORNEY AT LAW

(10) Right of way and agreement with Alabama Power Company as to covenants pertaining thereto, to be recorded in said Probate Office.

(11) Shelby Cable Agreement as set out in Instrument No. 1997-33476 in said Probate Office.

(12) Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.

(13) Easement(s) for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.

(14) Release(s) of damages as set out in instrument(s) recorded in Instrument No. 20050505000214850 in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, 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 lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 Grantee.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF SAID LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 13th day of February, 2007.

GRANTOR:

DUNNAVANT PLACE, LLC,
an Alabama Limited Liability Company

By: _____
Douglas D. Eddleman,
Its Managing Member

Highland Lakes - 25th Sector, Phs II
Lot 2509 - Wayne T. Nearing and
Virginia P. Nearing

20070219000075840 2/3 $187.00
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Dunnavant Place, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 13th day of February, 2007.

NOTARY PUBLIC

My Commission expires: 4/29/10

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Wayne T. Nearing

Virginia P. Nearing by Wayne T. Nearing, her Attorney in Fact

ATTY IN FACT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Wayne T. Nearing, whose name 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 executed the same voluntarily on the day the same bears date.

Given under our hands and official seals this 13th day of February, 2007.

NOTARY PUBLIC

My Commission expires: 4/29/10

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Wayne T. Nearing, whose name as Attorney in Fact for Virginia P. Nearing, under that certain Limited Durable Power of Attorney recorded on _____ in Instrument No. _____ in the Probate Office of Shelby County, Alabama, 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, in capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under our hands and official seals this 13th day of February, 2007.

NOTARY PUBLIC

My Commission expires: 4/29/10