200703020000095230 1/2 \$203.00 Shelby Cnty Judge of Probate, AL 03/02/2007 12:26:53PM FILED/CERT

Shelby County, AL 03/02/2007

State of Alabama

Deed Tax: \$189.00

This Instrument Prepared By:

Stewart & Associates, P.C. 3595 Grandview Parkway #645 Birmingham, Alabama 35243 NTC0700063

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of One Hundred Eighty-Nine Thousand and no/100 Dollars (\$189,000.00) to the undersigned Holland Lakes, Inc., an Alabama corporation ("Grantor"), in hand paid by Milton J. Foley and Charlotte F. Foley ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as Joint Tenants with Rights of Survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

STATUTORY WARRANTY DEED

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Send Tax Notice To:

Milton J. Foley

Charlotte F. Foley

315 Creekside Lane

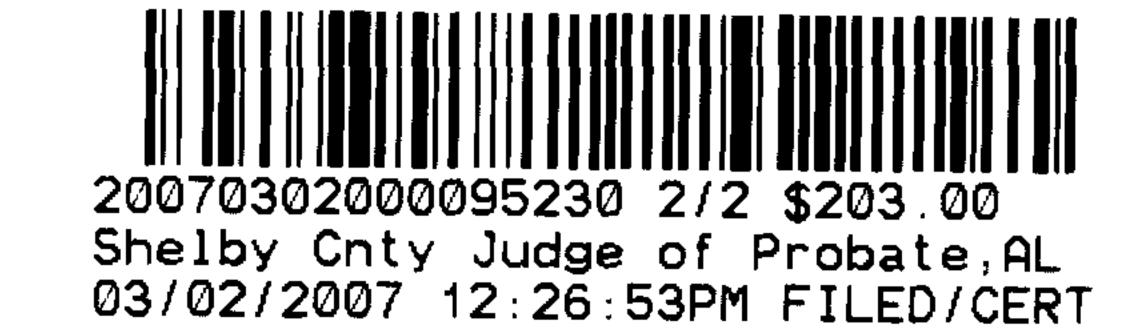
Pelham, Alabama 35124

Lot 165, according to the Final Plat of Holland Lakes, Sector 2, Phase 2, as recorded in Map Book 36 Page 55 in the Probate Office of Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in Holland Lakes Declaration of Covenants, Conditions, and Restrictions executed by the Grantor and filed for record as Instrument No. 20050425000196100; 20050426000199570; Instrument No. Instrument No. 20051031000564150 and amended in Instrument No. 200506020000267270 in the Probate Office of Shelby County, Alabama (the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2007 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 36 page 55, and in Instrument No. 20050425000196100; Instrument No. 20050426000199570; Instrument No. 20051031000564150 and amended in Instrument No. 200506020000267270; in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, predecessors, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future



soil, surface and/or subsurface conditions, known or unknown, (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD, to the said Grantee, as joint tenants with right of survivorship, 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 Grantee 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 Grantee herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Holland Lakes, Inc., an Alabama corporation, by its Closing Agent, Kara Bowman, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 23rd day of February, 2007.

HOLLAND LAKES, INC., AN ALABAMA CORPORATION

KARA BOWMAN CLOSING AGENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

AUGUST

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kara Bowman, whose name as Closing Agent of Holland Lakes, 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 23rd day of February, 2007.

Notary Public/

My Commission Expires: (

[SEAL]