15537

20070319000121600 1/2 $15.00
Shelby Cnty Judge of Probate, AL
03/19/2007 08:13:02AM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

R. Shan Paden
PADEN & PADEN, PC
Five Riverchase Ridge
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

ALPHA HOMEBUILDERS, LLC

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 ($85,000.00)** to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC, Limited Liability Company**, 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 **ALPHA HOMEBUILDERS, LLC, Limited Liability Company**, (herein referred to as GRANTEES, the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 745, according to the Map and Survey of Final Plat, Riverwoods Seventh Sector, Phase I, as recorded in Map Book 35, Page 69, situated in the East ½ of the Northeast Quarter of Section 17, Township 20, Range 3 West, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2006 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2007.

2. BUILDING SETBACK LINES AND EASEMENTS AS SHOWN BY RECORDED PLAT.

3. RESTRICTIONS AS SET FORTH ON RECORD PLAT RECORDED IN MAP BOOK 35, PAGE 69.

4. GRANT OF EASEMENT AND RESTRICTIVE COVENANTS FOR UNDERGROUND FACILITIES IN FAVOR OF ALABAMA POWER COMPANY RECORDED IN INST. NO. 20060101000052460.

5. RESTRICTIONS AND COVENANTS AS SET FORTH IN INSTRUMENT RECORDED IN 2002-7338 AND BY LAWS RECORDED IN INST. NO. 20020731000356170.

6. THAT CERTAIN DEFERRED INTEREST AGREEMENT RECORDED IN REAL BOOK 247, PAGE 599 AND AMENDED IN REAL BOOK 247, PAGE 636.

7. RELEASE OF DAMAGES AS SET FORTH IN INSTRUMENT RECORDED IN 2000-36466.

8. EASEMENT IN FAVOR OF SOUTHERN NATURAL GAS RECORDED IN INST. NO. 2001-54741.

9. MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINATONE CORPORATION AND CABOT OIL AND GAS CORPORATION DATED AUGUST 8, 1991 IN REAL 370, PAGE 923.

10. RIGHT OF WAY IN FAVOR OF ALABAMA POWER COMPANY AS SET FORTH IN CONDEMNATION CASE 27-254 AND RECORDED IN DEED BOOK 206, PAGE 539.

11. RIGHT OF WAY FOR RAILROAD RECORDED IN BOOK DT, PAGE 655; DEED BOOK 11, PAGE 344; DEED BOOK 311, PAGE 297.

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12. EASEMENT IN FAVOR OF ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20040102000000380, INST. NO. 20040102000000390, INST. NO. 2005080100038330, INST. NO. 2005080100038370 AND INST. NO. 2005080010003833 90.

$ 361,200.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

TO HAVE AND TO HOLD unto the said GRANTEES, their heirs and assigns forever.

IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC, MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC** , has hereunto subscribed his/her/their name on this the 15th day March of 2007.

RIVERWOODS PROPERTIES, LLC

KENDALL ZETTLER
VP OF PZ, INC, MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER** , whose name as **VP OF PZ, INC, MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, Limited Liability Company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand this the 15th day March of 2007.

Notary Public
My commission expires: 9-27-09

ELIZABETH L. HENDERSON
NOTARY
PUBLIC
ALABAMA STATE AT LARGE