15539

20070319000121620 1/3 $97.00
Shelby Cnty Judge of Probate,AL
03/19/2007 08:13:04AM FILED/CERT

Shelby County, AL 03/19/2007
State of Alabama

Deed Tax:$80.00

(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:

BRETT G. WINFORD

STATE OF ALABAMA
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **EIGHTY THOUSAND DOLLARS 00/100 ($80,000.00)** 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 **BRETT G. WINFORD**, (herein referred to as GRANTEES, the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 756, according to the Final Plat of Riverwoods, Seventh Sector, Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama; being situated in 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 LINE OF 200 FEET RESERVED FROM RIVER AND 25 FEET FROM CEDAR HOLLOW CIRCLE AS SHOWN BY PLAT.

3. EASEMENTS AS SHOWN BY RECORDED PLAT, MAP BOOK 36 PAGE 102.

4. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. NO. 2002-7336 AND BY-LAWS RECORDED IN INST. NO. 20020731000356170.

5. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RIGHTS AS SET OUT IN REAL 112, PAGE 876 AND CORRECTED IN REAL 328, PAGE 1, AND AS SET FORTH IN THAT CERTAIN DEFERRED INTEREST AGREEMENT OF RECORD IN REAL BOOK 247, PAGE 599 AND AMENDED IN REAL BOOK 247, PAGE 636, AS AFFECTED BY THE QUIT CLAIM DEED FROM CSX TRANSPORTATION, INC. TO RIVER OAKS PROPERTIES, LLC AS RECORDED IN INST. NO. 2000-31941.

6. LESS AND EXCEPT ANY PORTION OBTAINED BY OR CONVEYED TO ALABAMA POWER COMPANY BY AND THROUGH CONDEMNATION PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE NO. 28-57.

7. UNRECORDED SEWER SERVICE AGREEMENT BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTERNERSHIP, CITY OF HELENA, ALABAMA, AND THE UTILITIES BOARD OF THE CITY OF HELENA DATED NOVEMBER 22, 1999, AS ASSIGNED TO RIVER OAKS PROPERTIES, LLC BY THE UNRECORDED ASSIGNMENT OF SEWER SERVICE AGREEMENT.

8. RESTRICTIVE COVENANTS AND GRANT OF LAND EASEMENT IN FAVOR OF ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN INST.

20070319000121620 2/3 $97.00
Shelby Cnty Judge of Probate, AL
03/19/2007 08:13:04AM FILED/CERT

NO. 20050801000383330.

9. RELEASE OF DAMAGES AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. NO. 2000-31940 AND INST. NO. 200-36466 IN THE PROBATE OFFICE.

10. RIGHT(S) OF WAY(S) GRANTED TO SOUTHERN NATURAL GAS AS RECORDED IN INSTRUMENT 2001-54741 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

11. EASEMENT TO BELLSOUTH AS RECORDED IN INSTRUMENT 20051012000530710.

12. 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.

13. UNRECORDED LEASE DATED 12/01/92 BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP AND DANIEL JOHNS AS ASSIGNED BY UNRECORDED ASSIGNMENT OF LEASE BY WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP TO RIVER OAKS PROPERTIES, LLC.

14. EASEMENT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT RECORDED IN INST. NO. 20040102000000390.

15. LESS AND EXCEPT ANY PORTION OF SUBJECT LAND LYING WITHIN ANY RAILROAD RIGHT OF WAY.

16. RIGHTS OF OTHERS TO USE OF CREEK.

17. RESTRICTIONS, LIMITATIONS, CONDITIONS AND OTHER PROVISIONS AS SET OUT IN MAP BOOK 36, PAGE 102.

$.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.

20070319000121620 3/3 $97.00
Shelby Cnty Judge of Probate,AL
03/19/2007 08:13:04AM FILED/CERT

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: 9-07-09

ELIZABETH L. HENDERSON
NOTARY
PUBLIC
ALABAMA STATE AT LARGE