STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb

(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

Send Tax Notice To: Roger D. Barker
name
5425 Crossings Lake Circle
address
Birmingham, AL 35242

Corporation Form Warranty Deed

20070411000166690 1/3 $511.50
Shelby Cnty Judge of Probate,AL
04/11/2007 10:18:37AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (494,500.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **Roger D. Barker**

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in **Shelby County, Alabama** to-wit:

Lot 500A, according to the Resurvey of Lots 498, 499, and 500 of Caldwell Crossings, Sector 4, Phase 1, as recorded in Map Book 36, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama.

Mineral and mining rights, together with release of damages, excepted.

Subject to taxes for 2007.

Subject to conditions on attached Exhibit "A".

Subject to conditions on attached Exhibit "B".

$ 375,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

Shelby County, AL 04/11/2007
State of Alabama

Deed Tax:$494.50

IN WITNESS WHEREOF, the said GRANTOR by its **Assistant Secretary, Alesia H. Ray,** who is authorized to execute this conveyance, hereto set its signature and seal,

this the 6th day of April, 2007.

ATTEST:

Harbar Construction Company, Inc.

By Alesia H. Ray
Alesia H. Ray, Assistant Secretary

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, Larry L. Halcomb, a Notary Public in and for said County, in said State,

hereby certify that Alesia H. Ray

whose name as Assistant Secretary of Harbar Construction Company, 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 6th day of April, 2007.

My Commission Expires January 23, 2010

Larry L. Halcomb Notary Public

EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor 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 the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

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EXHIBIT "B"

Easements and building setback lines as shown on recorded map of said subdivision.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument #20060426000194980, Instrument #20060516000230000, Instrument #20050413000172750, Instrument #20050322000127490, Misc. Vol. 27, Page 381and Instrument #1997-23467.

Right of Way to Alabama Power Company recorded in Instrument #20050803000391990, Instrument #20050803000391980, Instrument #20060201000052420, Instrument #20040204000057770, Book 220, Page 67 and Book 217, Page 750.

.Agreement with City of Hoover as recorded in Instrument #20050322000127490.

.Easement as shown in Instrument #1993-31528 and in Instrument #1993-31529.

.Title to all oil, gas and minerals within and underlying the premises, together with all oil 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 Real Volume 3192, page 293 in the Probate Office of Shelby County, Alabama.

.Any riparian rights with respect to Moon Glow Lake bordering property.

.Easement to the City of Hoover as shown in Instrument #2000-25987.

.Power lines, drainage and other matters as shown on survey of Paragon Engineering, Inc., dated 05/07/97 and on survey of Laurence D. Weygand dated 01/22/05.

.Memorandum of Lease to Foresite, LLC, as shown in Instrument #20021217000632730.

.Amendment to Restrictive Covenants – The Sanctuary – recorded in Instrument #20060516000230000.

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