

WARRANTY DEED


20070702000309240 1/2 \$483.00
Shelby Cnty Judge of Probate, AL
07/02/2007 10:51:51AM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

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That in consideration of Four Hundred Sixty Nine Thousand and no/100s Dollars [\$469,000.00] and other good and valuable consideration to the undersigned Grantor[s], Town Builders, Inc, by & through their Vice President, Della Pender, in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, the said Grantors do by these presents, grant, bargain, sell and convey unto Robert C McDaniel and Diane McDaniel, husband and wife, (herein referred to as Grantees) the following described real estate in fee simple as joint tenants with rights of survivorship, situated in Shelby County, Alabama, to wit:

29 Nolen Street, Birmingham, AL 35242

Lot 16-26, Block 16, according to the Survey of Mt. Laurel, Phase III as recorded in Map Book 34, Page 137, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel ID#: 58-09-2-03-1-004-047.000

Subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first by appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record, rights or claims of parties in possession not shown by the public records, easements, or claims of easements, not shown by the public records, encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises, any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records, any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any, taxes or special assessments which are not shown as existing by the public records, any prior reservation or conveyance, together with release of damages of minerals of every kinds and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property, general and special taxes or assessments fro the year 2006 and subsequent years not yet due and payable, restrictions, covenants and conditions as set out in instruments recorded in Inst. No. 2000-35579, amended by 1st Amendment thereto and recorded in Inst. No. 2000-38859 and re-recorded as Inst. No. 2000-36270, 2nd Amendment as recorded in Inst. No. 2000-38860 and 3rd Amendment as recorded in Inst. No. 2001-03681 and 4th Amendment as recorded in Inst. No. 20030213000091860 and 5th Amendment as recorded in Inst. No. 20030327000184530 and 6th Amendment as recorded in Inst. No. 20030327000184540 and 7th Amendment as recorded in Inst. No. 20030527000327720 and 8th Amendment in Inst. No. 20040413000191810 and 9th Amendment recoded in Inst. No. 20040623000340720 and 10th Amendment recorded in Inst. No. 20041015000569110 and 11th Amendment recorded in Inst. No. 20050714000352130 in the Probate Office, Declaration of Charter, easements, covenants and restrictions of Mt. Laurel, a traditional Neighborhood Development as recorded in Inst. No. 2000-35580 and amended by 1st Amendment thereto and recorded in Inst. No. 2000-38859 and re-recorded as Inst. No. 2000-36270; 2nd Amendment as recorded in Inst. No. 2000-38860 and 3rd Amendment as recorded in Inst. No. 2001-03681 and 4th Amendment as recorded in Inst. No. 20030213000091860 and 5th Amendment as recorded in Inst. No. 20030327000184530 and 6th Amendment as recorded in Inst. No. 20030327000184540 and 7th Amendment as recorded in Inst. No. 20030527000327720 and 8th Amendment in Inst. No. 20040413000191810 and 9th Amendment recorded in Inst. No. 20040623000340720 and 10th Amendment recorded in Inst. No. 20041015000569110 and 11th Amendment recorded in Inst. No. 20050714000352130 with ratification recorded in Inst. No 2000-41410 in Probate Office, easements to Alabama Power Company as shown by instrument recorded in Inst. No 20040910000504440 in the Probate Office, restrictions, limitations and conditions as set out in Map Book 34 Page 137 in the Probate Office, covenant and agreement for water service dated April 24th 1989 and recorded in Real Book 235 page 611 in Probate Office, Sewer service agreement dated June 22nd 1999 by and between Double Oak Water Reclamation, LLC and EBSCO Development Company, Inc. as set out in Inst. No 19999-35429 with ratification recorded in Inst. No 2000-41410 in Probate Office and release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, as applicable, as set out in, and referenced in deed[s] in Inst. 200623000302770 in the Probate Office.



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TO HAVE AND TO HOLD, to the said GRANTEES, their heirs, executors, successors and assigns forever.

AND SAID GRANTORS do for themselves, their successors and assigns, covenant with said GRANTEES, his heirs and assigns, that GRANTORS are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that GRANTORS have a good right to sell and convey the same as aforesaid, and that GRANTORS will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, Town Builders, Inc. by & through their Vice President, Della Pender, who is/are authorized to execute this conveyance, have hereto set their signature and seal, this the 30th day of June, 2007.

GRANTOR, Della Pender, Vice President
Town Builders, Inc.

Shelby County, AL 07/02/2007
State of Alabama

Deed Tax: \$469.00

STATE of ALABAMA
COUNTY of JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Della Pender, whose name[s] is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of June, 2007.

NOTARY PUBLIC, Sherry H Thomas
My Commission Expires: 12/16/2007