

THIS INSTRUMENT PREPARED BY:

A. Eric Johnston, Attorney at Law
Suite 107, 1200 Corporate Drive
Birmingham, AL 35242

SEND TAX NOTICE TO:

DANNY C. STORY
#60 Chelsea Corners
Chelsea, AL 35043

STATE OF ALABAMA

Warranty Deed

CITY OF BIRMINGHAM, COUNTY OF
SHELBY

Know all Men by these Presents: That, in consideration of Seven Hundred Eleven Thousand Seven Hundred Seventy Eight Dollars (\$711,778.00) and other good and valuable consideration to them in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **GARY S. MOON, A MARRIED MAN, AND JAN J. MOON, AN MARRIED MAN** (herein referred to as "Grantors") do by these presents grant, bargain, sell and convey unto **DANNY C. STORY, AN UNMARRIED MAN** (herein referred to as "Grantee") as sole owner, the following described real estate situated in BIRMINGHAM, Shelby County, Alabama, to-wit:

Lot 2103, according to the Survey of Eagle Point, 12th Sector, as recorded in Map Book 25, Page 5, in the Office of the Judge of Probate of Shelby County, Alabama.

\$ 533,833.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.


Subject to encumbrances and other matters of record including:

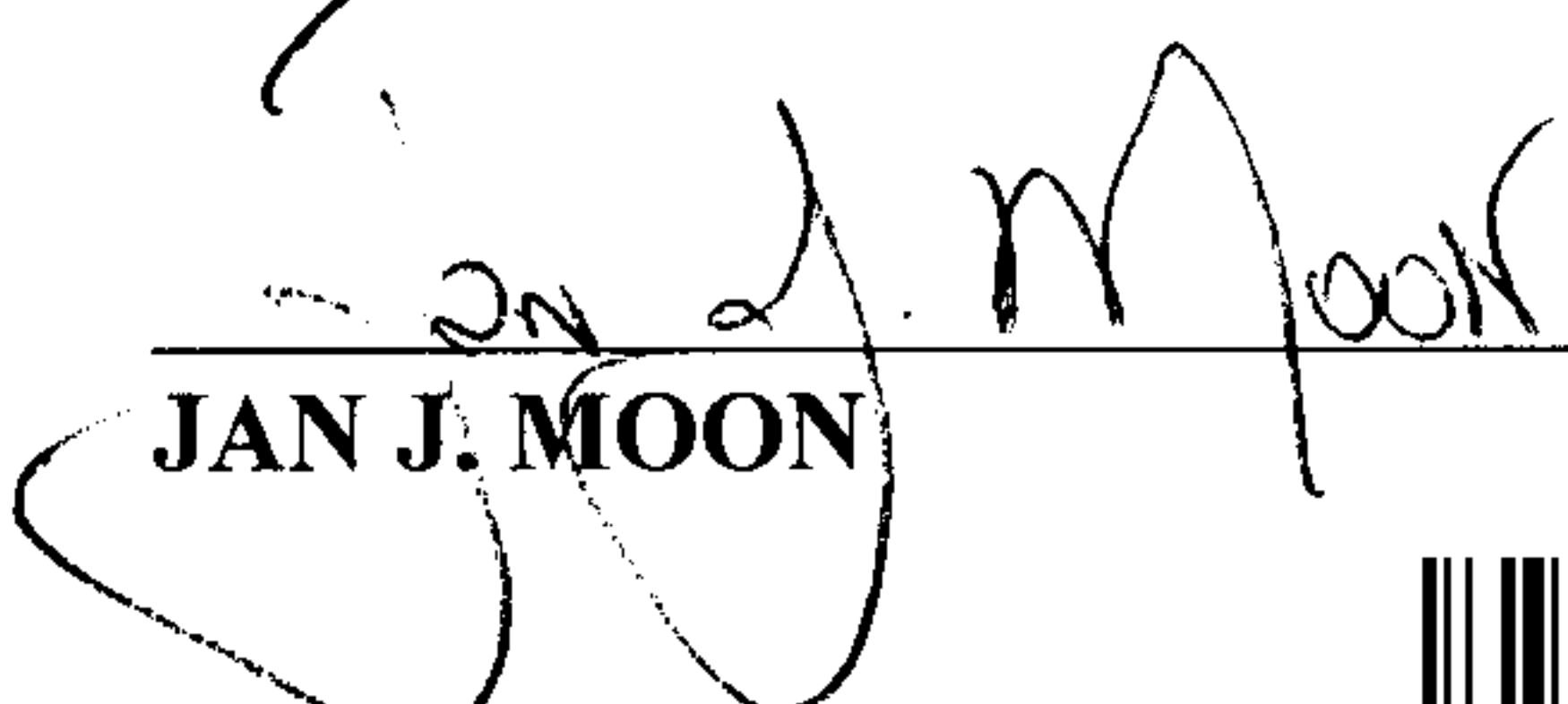
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Easement agreement for ingress/egress in Instrument No. 2001-49234.
3. Building set back lines, easements and notes as shown by record plat.
4. The rights of upstream and downstream riparian owners with respect to that certain lake, bordering subject property. The rights of others to the use of said lake.
5. Restrictions, conditions and limitations as shown by record plat.
6. Covenants and restrictions in Instrument No. 1999-03194.
7. Right-of-Way to Cook Development in Instrument No. 1998-42639.
8. Release of damages in Real Volume 106, Page 236 and Instrument No. 1993-3817 and as shown by record plat.
9. The record plat sets out: Sink Hole Prone Areas – The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur, Shelby County, The Shelby County Engineer and the Shelby County Planning Commission and the Individual members thereto and all other agents, servants of employees of Shelby County, Alabama, make no representation that the subdivision lots and streets are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".
10. Restrictions, conditions and limitations in Instrument No. 1999-35506.
11. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
12. Right of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.
13. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.


To Have and To Hold the aforegranted premises to the said Grantee as sole owner.

And the said Grantors do, for themselves, their heirs and assigns, covenant with said Grantee, his heirs and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their heirs and assigns shall *Warrant and Defend* the premises to the said Grantee, his heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantors have set their hands and seals this 2nd day of August, 2007.


_____{L.S.}
GARY S. MOON


_____{L.S.}
JAN J. MOON

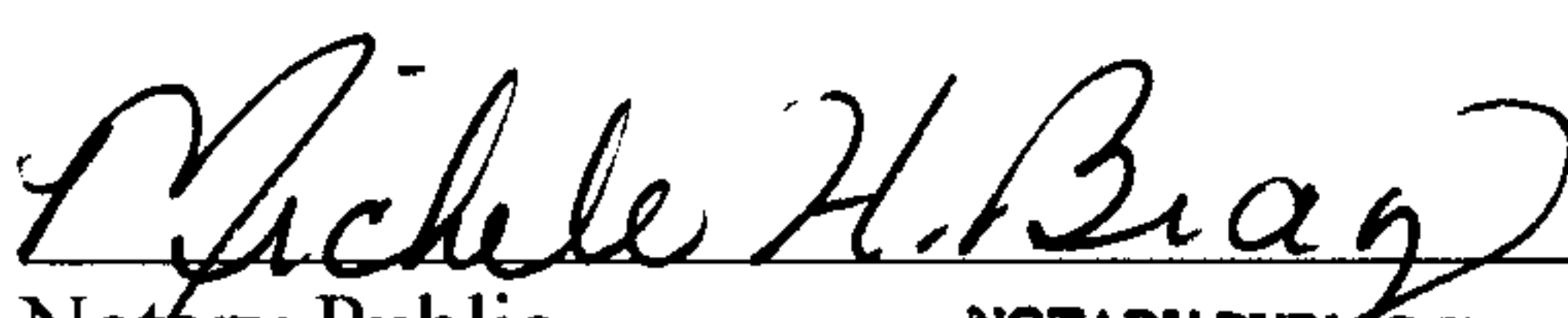

20070830000409870 2/2 \$192.00
Shelby Cnty Judge of Probate, AL
08/30/2007 01:53:55PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned notary public, in and for said county and state, hereby certify that **GARY S. MOON and JAN J. MOON**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of August, 2007.



Notary Public
My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Mar 21, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Shelby County, AL 08/30/2007
State of Alabama

Deed Tax: \$178.00