

THIS INSTRUMENT PREPARED BY:  
Kristy Liggan Riley, Esq.  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
Chad C. Eiler and Ashley Eiler  
213 Ledge Circle  
Birmingham, AL 35242

STATE OF ALABAMA  
SHELBY COUNTY

Shelby County, AL 10/22/2007  
State of Alabama

Deed Tax: \$95.50

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Four Hundred Seventy-Five Thousand Three Hundred Fifteen and no/100 Dollars (\$475,315.00) to **BRADY RESIDENTIAL CONSTRUCTION, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **CHAD C. EILER and ASHLEY EILER** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 1817, according to the Map of Highland Lakes, 18th Sector, Phase II, an Eddleman Community, as recorded in Map Book 30, Page 105, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive casement to use the private roadways, common areas, all as more particularly described in the Declaration of Easement and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and further amended in Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 18th Sector, Phase II, recorded as Instrument No. 20021125000589270, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

**SUBJECT TO:**

1. The lien of Ad Valorem taxes for the year 2008 are a lien but neither due nor payable until 1 October, 2008.
2. Municipal improvements, assessments and fire district dues against subject property, if any.
3. Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 1994-7111 and amended in Instrument No. 1996-17543; Instrument No. 1999-31095 along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded in Instrument No. 9402/3947, in the Office of the Judge of Probate of Jefferson County, in the Probate Office of Shelby County, Alabama.
4. Lake casement agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd. Providing for easements, use by others and maintenance of Lake property described within Instrument No. 1993-15705.
5. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd. to Highland Lakes Properties, Ltd. recorded as Instrument No. 1993-15704 in Probate Office.
6. Title to all oil, gas and minerals within and underlying the premises, together with all oil and 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 Deed Volume 81, Page 417, in the Probate Office Shelby County, Alabama.

**\$380,252.00 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.**

7. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Eighteenth Sector, Phase II as recorded in Instrument No. 20021125000589270.
8. Public utility easements as shown *by* recorded plat, including any tree buffer line shown thereon.
9. Subject to the provision of Section 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks: a) Front, rear and side setback as per plot plan which must be approved by the ARC.
10. Restrictions, limitations and conditions as set out in Map Book 30, Page 105.
11. Right of way granted to Shelby County as recorded in Book 196, Page 246.
12. Right of way granted to Alabama Power Company as recorded in Book 111, Page 408, Book 109, Page 70, Book 149, Page 380, Book 173, Page 364, Book 276, Page 670, Book 134, Page 408, Book 133, Page 212, Book 133, Page 210 & 212, Real Volume 31, Page 355 and Instrument No. 1994-1186.
13. Subdivision restrictions shown on recorded plat in Map Boole 30, Page 105, provide for construction of single family residence only.
14. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Map Book 30, Page 105 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
15. Release of damages as recorded in Instrument No. 20040513000252550, as recorded in the Probate Office of Shelby County, Alabama.
16. 10 foot easement along North lot line as per plat.

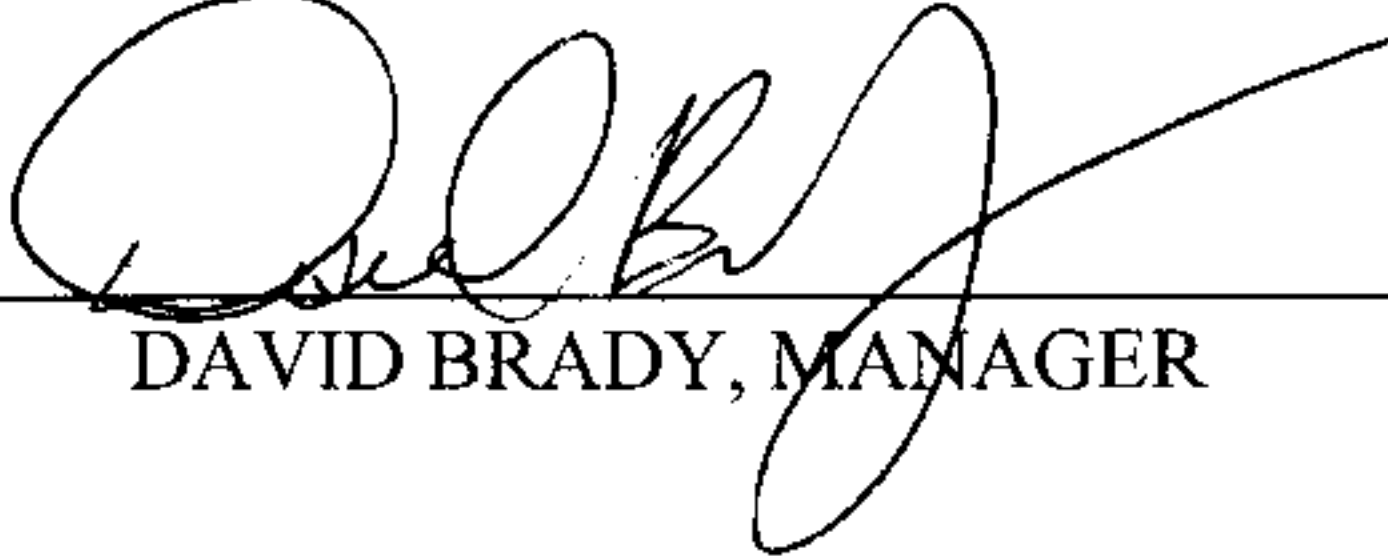
**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Brady Residential Construction, LLC; (ii) the agents, employees, contractors and subcontractors of Brady Residential Construction; (iii) any successors and assigns of Brady Residential Construction; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.



IN WITNESS WHEREOF, Grantor, BRADY RESIDENTIAL CONSTRUCTION, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 17<sup>th</sup> day of October, 2007.

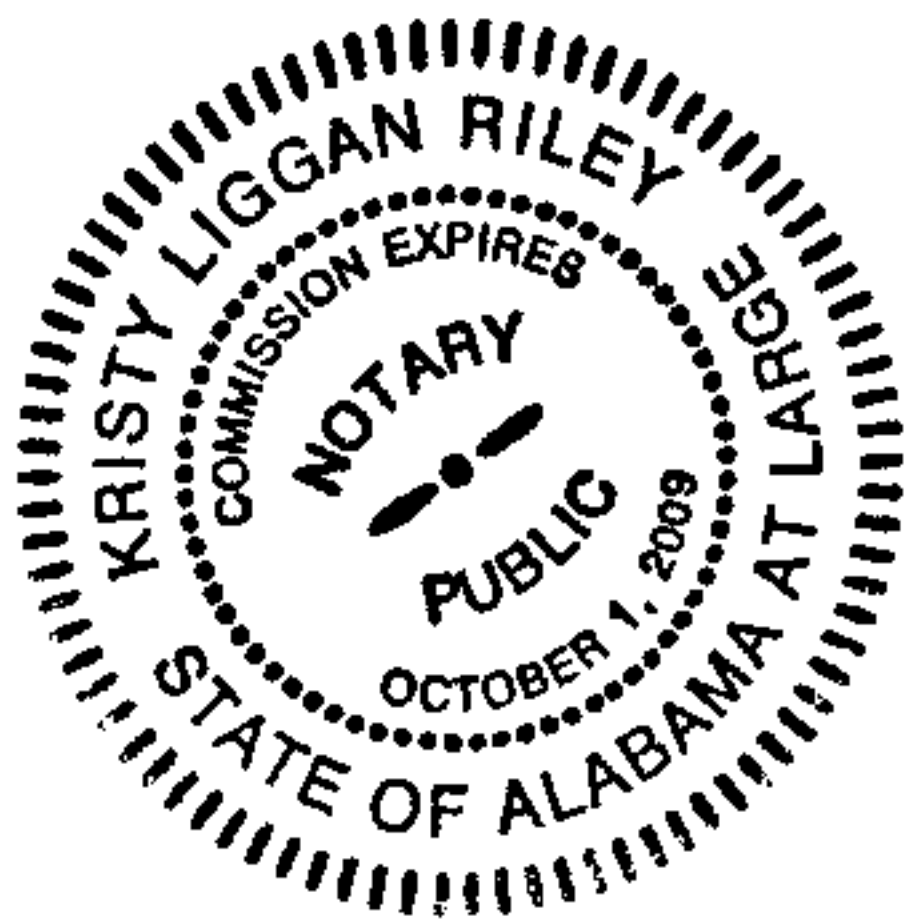
BRADY RESIDENTIAL CONSTRUCTION, LLC


By:   
DAVID BRADY, MANAGER

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DAVID BRADY as Manager of Brady Residential Construction, LLC, whose name 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17<sup>th</sup> day of October, 2007.



  
Notary Public  
My Commission expires: 10-1-09