

This Instrument Prepared By:

Send Tax Notice To:

Shelby County, AL 02/14/2008
State of Alabama

Deed Tax: \$100.00

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC0800032

David B. Kuykendall
Patricia B. Kuykendall
120 Lake Chelsea Drive
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

**STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of Three Hundred Nine Thousand and No/100 Dollars (\$309,000.00) to the undersigned **JOINT VENTURE II OF ARLINGTON PROPERTIES, INC. AND THORNTON, INC.**, an Alabama Joint Venture ("Grantor"), in hand paid by David B. Kuykendall and Patricia B. Kuykendall ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as Joint Tenants with Rights of Survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 9-8, according to the Map and Survey of Chelsea Park – 9th Sector, as recorded in Map Book 37, Page 47, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Ad valorem taxes due and payable October 1, 2008 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor recorded In Deed Book 244 Page 587; Instrument No. 1997-9552 and Instrument No. 2001-27341 in Probate Office of Shelby County, Alabama (3) Underground communications line easement as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 (4) Right of way easement as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 (5) Easement agreement as recorded in Instrument No. 20040816000457750 (6) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670. (7) Articles of Incorporation of Chelsea Park Cooperative District Two as recorded In Inst. No. 20041223000699630 and Notice of Final assessment of Real Property as recorded in Instrument No. 200502090000065530 (8) Declarations of Covenants, Conditions and Restrictions as recorded in Instrument No. 20051222000659740 and Instrument No. 20060920000468120 (9) Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000314940 (10) Covenants, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

\$209,000.00 of the consideration as was paid from the proceeds of a mortgage loan.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or

to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

TO HAVE AND TO HOLD, to the said Grantee, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantee herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., an Alabama Joint Venture, by its Closing Agent, Kara Bowman, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 11th day of February, 2008.

JOINT VENTURE II OF ARLINGTON PROPERTIES,
INC. AND THORNTON, INC.,

By: Kara Bowman
KARA BOWMAN
CLOSING AGENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kara Bowman, whose name as Closing Agent of Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., an Alabama Joint Venture, 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/she/they, as such agent and with full authority, executed the same voluntarily for and as the act of said joint venture.

Given under my hand and seal this the 11th day of February, 2008.

Mary Pamela Short
Notary Public
My Commission Expires: 8/28/10

