20080305000090400 1/2 $34.50
Shelby Cnty Judge of Probate,AL
03/05/2008 01:31:34PM FILED/CERT

This Instrument Prepared By:
Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC0800058

Send Tax Notice To:
Jennifer W. Akerman
121 Scarlet Lane
Chelsea, Alabama 35043

Shelby County, AL 03/05/2008
State of Alabama

Deed Tax:$20.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **TWO HUNDRED ONE THOUSAND FIFTY-SEVEN AND NO/100 Dollars ($201,057.00)** to the undersigned **Thornton New Home Sales, Inc.,** an Alabama corporation ("Grantor"), in hand paid by **Jennifer W. Akerman** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 63, according to the Map and Survey of Chesser Plantation, Phase I, Sector 2 recorded in Map Book 33, Page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2002030600010788 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

$180,900.00 of the Consideration was paid from the proceeds of a mortgage loan.

Title is vested in Thornton New Home Sales, Inc, as survivor in its merger with Chesser Plantation, Inc.

Subject to: (1) Ad valorem taxes due and payable October 1, 2007 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration in Map Book 33 page 121 and Inst. #2002030600010788 in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

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, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability claims and causes of action 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 or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including without limitation, radon,

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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.

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its Treasurer, Deborah G. Maple, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 27th day of February, 2008.

THORNTON NEW HOME SALES, INC., AN ALABAMA CORPORATION

By: Deborah G. Maple
DEBORAH G. MAPLE
TREASURER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that DEBORAH G. MAPLE, whose name as TREASURER of THORNTON NEW HOME SALES, INC., an Alabama 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 27th day of February, 2008.

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

[SEAL]

MARY PAMELA SHORT
MY COMMISSION EXPIRES
AUGUST
28,
2010
ALABAMA
NOTARY PUBLIC