This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
James F. Harbour and Mary K. Harbour
2009 Regent Park Lane
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

20080310000097670 1/4 $80.00
Shelby Cnty Judge of Probate, AL
03/10/2008 03:06:20PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THREE HUNDRED THOUSAND and NO/100 Dollars ($300,000.00) to the undersigned grantor, **REGENT PARK HOMES, LLC**., an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **REGENT PARK HOMES, LLC**., an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **James F. Harbour and Mary K. Harbour** (hereinafter referred to as "Grantees"), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 17, according to The Village at Highland Lakes, Regent Park Neighborhood, as recorded in Map Book 37, Page 130, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a residential subdivision, with respect to Regent Park Neighborhood, as recorded as Instrument No. 20070830000408300 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a residential subdivision, Regent Park Neighborhood, recorded in Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

(1) Ad Valorem taxes due and payable October 1, 2008 and all subsequent years thereafter, including any "roll-back taxes."

(2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.

(3) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905; Deed Book 139, Page 569; and Deed Book 134, Page 411, in said Probate Office.

(4) Easement to Alabama Power Company as recorded in Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270, in said Probate Office.

(3) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254, in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Shelby County, AL 03/10/2008
State of Alabama

Deed Tax:$60.00

(4) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in said Probate Office.

(5) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.

(6) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama.

(7) Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #20064210001866 50, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Regent Park Neighborhood. as recorded as Instrument #20070223000084910 in the Office of the Judge of Probate of Jefferson County, Alabama.

(8) Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, a Residential Subdivision, as recorded as Instrument #20070223000084910, in said Probate Office.

(9) 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 #20041202000659280; Instrument #20060224000089280; Instrument #20060421000186650 and Instrument #20060421000186670, in said Probate Office.

(10) Subdivision restrictions, limitations and conditions as set out in Map Book 37, Page 130, in said Probate Office.

(11) Title to all 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 Book 81, Page 417, in said Probate Office.

(12) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:

(a) As per plot plan which must be approved by the ARC;

(13) Articles of Incorporation of The Village at Highland Lakes Improvements District as recorded in Instrument No. 20060630000315260 and Notice of Final Assessment of Real Property by The Village at Highland Lakes Improvement District as recorded in Instrument # 20051213000644260.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantees(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantees, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantees has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers,

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directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantees, for and during their joint lives 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 29th ~~day~~ of February, 2008.

GRANTOR:

REGENT PARK HOMES, LLC
an Alabama limited liability company

By: _____
Douglas D. Eddleman,
Its Managing Partner

The Village at Highland Lakes, Regent Park Neighborhood
Lot 17 - James F. Harbour and Mary K. Harbour

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Partner of Regent Park Homes, LLC., an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Partner, 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 of office this the 29th ~~day of~~ February, 2008.

_____
NOTARY PUBLIC

My Commission expires: 6-5-2011

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The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

James F. Harbour

James F. Harbour

Mary K. Harbour

Mary K. Harbour

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James F. Harbour and Mary K. Harbour, 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 for and as their act on the day the same bears date.

Given under my hand and official seal this 29th day of February, 2008.

NOTARY PUBLIC

My Commission expires: 6-5-2011