STATUTORY WARRANTY DEED

This instrument was prepared by

(Name) Larry L. Halcomb, Attorney

(Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

Send Tax Notice To: James L. Kerr
name
1616 Creekside Drive
address
Birmingham, AL 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

Jefferson 254570
Shelby 44790

STATE OF ALABAMA
COUNTY OF **JEFFERSON**

KNOW ALL MEN BY THESE PRESENTS,

#63,736

9.50
64.00
73.50

That in consideration of **THREE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS ($318,680.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation,

(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **James L. Kerr and Whitney G. Kerr**

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in **Jefferson County, Alabama** to-wit:

Lot 310, according to the Final Record Plat of Creekside, Phase 2 - Part A, as recorded in Map Book 38, Page 68, in the Probate Office of Shelby County, Alabama, also recorded in Map Book 43, Page 55, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Minerals and mining rights, together with release of damages, excepted.

Subject to taxes for 2008.

Subject to conditions on attached Exhibit "A".

Subject to items on attached Exhibit "B".

20080314000106200 1/3 $18.00
Shelby Cnty Judge of Probate,AL
03/14/2008 01:42:11PM FILED/CERT

20080215000211190 1/3
Bk: LR200860 Pg:22475
Jefferson County,Alabama
I certify this instrument filed o
02/15/2008 07:11:09 AM D
Judge of Probate- Alan L. King

$ 254,944.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To 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, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the said GRANTOR, by its **Assistant Secretary, Alesia H. Ray,** who is authorized to execute this conveyance, has hereto set its signature and seal, this the **8th** day of **February, 2008.**

ATTEST:

Harbar Construction Company, Inc.

By Alesia H. Ray
Alesia H. Ray, Assistant Secretary

STATE OF **ALABAMA**
COUNTY OF **JEFFERSON**

I, **Larry L. Halcomb,** a Notary Public in and for said County in said State, hereby certify that **Alesia H. Ray** whose name as **Assistant Secretary** of **Harbar Construction Company, Inc.** a 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the **8th** day of **February, 2008.**

Larry L. Halcomb Notary Public

My Commission Expires: 1/23/10

20080314000106200 2/3 $18.00
Shelby Cnty Judge of Probate,AL
03/14/2008 01:42:11PM FILED/CERT

EXHIBIT "A"

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor 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 the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, managers, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

20080314000106200 3/3 $18.00
Shelby Cnty Judge of Probate,AL
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EXHIBIT "B"

Restrictions, public utility easements, and building setback lines as shown on recorded map of said subdivision.

Declaration of Protective Covenants of Trace Crossings (Residential) as recorded in Real 708, Page 531, and which rights thereunder have been assigned to USX Corporation, as shown by instrument recorded in Real 873, Page 279 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division).

Limitations and restrictions and release of damages as set forth in Bk: LR200713 Pg: 4489 in the Office of the Judge of Probate of Jefferson County, Alabama.

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Bk: LR200860 Pg:22475
Jefferson County,Alabama
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Fee - $9.50
Deed Tax -$64.00

Total of Fees and Taxes-$73.50
MHBESS