

This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.
3595 Grandview Parkway #645345
Birmingham, Alabama 35243
NTC0800075

William E. Higginbotham
Ann S. Higginbotham
261 Creekside Lane
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 03/28/2008
State of Alabama

Deed Tax:\$109.00

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

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of Two Hundred Eight Thousand Nine Hundred Fifty-Four and 78/100 Dollars (\$208,954.78) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by William E. Higginbotham and Ann S. Higginbotham ("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 189, according to the Final Subdivision Plat of Holland Lakes, Sector 3 as recorded in Map Book 37 Page 85, in the Probate Office of Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in Holland Place Lakes Declaration of Covenants, Conditions, and Restrictions, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20050425000196100 in the Probate Office of Shelby County, Alabama (the "Declaration").

\$100,000.00 of the consideration as was paid from the proceeds of a mortgage loan.

TITLE IS VESTED IN THORNTON NEW HOME SALES, INC., AS SURVIVOR IN ITS MERGER WITH HOLLAND LAKES, INC.

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; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 37 page 85 and Instrument No. 20050425000196100 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, predecessors, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from 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, 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.

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 Thornton New Home Sales, Inc., an Alabama corporation, by its Closing Agent, Kara Oliver, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 20th day of March, 2008.

THORNTON NEW HOME SALES, INC., AN
ALABAMA CORPORATION

By: Kara Oliver
KARA OLIVER
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 OLIVER, whose name as CLOSING AGENT 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 20th day of March, 2008.

Mary Pamela Short
Notary Public _____
My Commission Expires: _____

[SEAL]

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