

This Instrument Prepared By:  
Stewart & Associates, P.C.  
3595 Grandview Parkway #645  
Birmingham, AL 35243  
NTC0800140

Send Tax Notice To:  
Nancy H. Eubanks  
348 Chesser Loop Circle  
Chelsea, AL 35043

Shelby County, AL 05/13/2008  
State of Alabama  
Deed Tax: \$43.00

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Two Hundred Thirteen Thousand Five Hundred Fifty-Nine and No/100 Dollars (\$213,559.00) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by Nancy H. Eubanks ("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 114, according to the Amended Map of Cottages at Chesser, Phase II, as recorded in Map Book 38, Page 49, 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 Cottages at Chesser Declaration of Covenants, Conditions and Restrictions recorded as Inst. #20040511000248910 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

\$170,700.00 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 Chesser Plantation, 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 38 page 49 and Inst. #20040511000248910 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, 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, her heirs and assigns forever.

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its Vice President, Steven R. Chester, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 8th day of May, 2008.

THORNTON NEW HOMES SALES, INC., AN  
ALABAMA CORPORATION

By: \_\_\_\_\_

STEVEN R. CHESTER  
VICE PRESIDENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that STEVEN R. CHESTER, whose name as VICE PRESIDENT 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, he/she/they, 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 8th day of May, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[SEAL]

