


**THIS INSTRUMENT WAS PREPARED BY:**

Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

**SEND TAX NOTICE TO:**

Bart A. McKinney and Stephanie McKinney  
1047 Kingston Road  
Chelsea, Alabama 35043

  
20080603000225320 1/2 \$30.50  
Shelby Cnty Judge of Probate, AL  
06/03/2008 03:12:44PM FILED/CERT

**STATE OF ALABAMA     }**  
**:**     **SPECIAL WARRANTY DEED**  
**COUNTY OF SHELBY     }**

Know all men by these presents, that for and in consideration of Three Hundred Twenty Four Thousand and No/100 dollars (\$324,000.00) and other good and valuable consideration in hand paid to Compass Bank, an Alabama banking corporation (hereinafter referred to as "Grantor") by Bart A. McKinney and Stephanie McKinney, (hereinafter referred to as "Grantees") the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee, for and during their joint lives and upon the death of either, then to survivor of them in fee simple, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the following described real estate situated in Shelby County, Alabama (the "Property"),

**Lot 1-67, according to the Map and Survey of Chelsea Park, 1st Sector, Phase I & II, as recorded in Map Book 34, Page 21 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**

This conveyance is subject however, to the following:

1. Ad valorem taxes for 2008 and subsequent years not yet due and payable until October 1, 2008.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.

\$307,750.00 of the consideration recited above was paid from the proceeds of mortgage loans closed simultaneously herewith.

"AS IS" and "WHERE IS", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, concerning the Property or this conveyance from or on behalf of Grantor;

To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property, including, without limitation, (i) the profitability,

CLAYTON T. SWEENEY, ATTORNEY AT LAW

suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.

Grantor shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the 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, successors and assigns of such survivor, forever;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 27 day of May, 2008.

COMPASS BANK  
By: [Signature]  
Frank D. Heuszel,  
Senior Vice President & Manager  
Special Assets Group

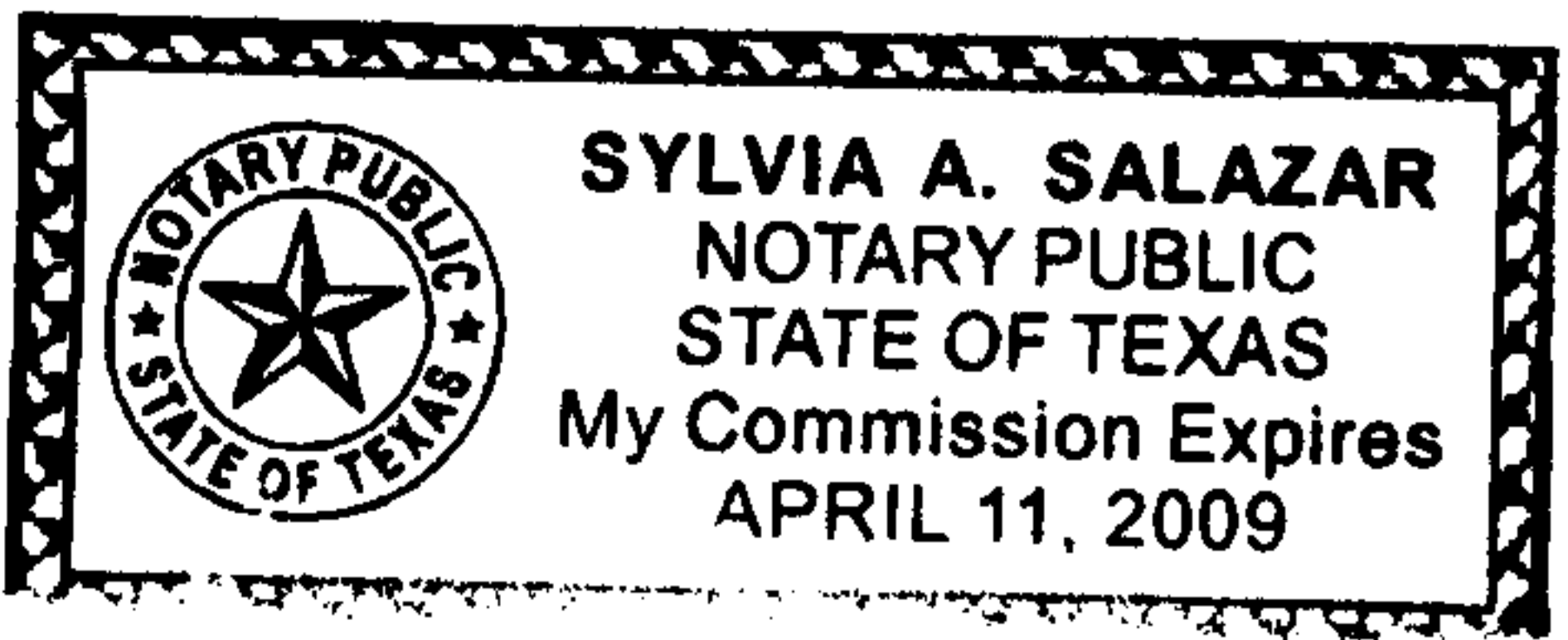
ATTEST  
By: [Signature]  
Printed Name: Maryellen Heuszel  
Its: AVP

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank D. Heuszel, whose is named as Senior Vice President on behalf of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity 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 of office this the 27 day of May, 2008.

[NOTARIAL SEAL]



[Signature]  
Notary Public  
My commission expires:

[Barcode]  
20080603000225320 2/2 \$30.50  
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