

This instrument was prepared by:  
HARRY W. GAMBLE  
105 Owens Parkway, Suite B  
Birmingham, Alabama 35244

Send tax notice to:  
3020 Eagle Ridge Lane  
Birmingham, AL 35242

**STATE OF ALABAMA  
COUNTY OF SHELBY**

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

Know All Men by These Presents: That in consideration of **ONE HUNDRED NINETY NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$199,900.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **THE LORRIN GROUP, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **JOSHUA R. HERNDON AND BETTY JANE WALKER** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 29, according to the Survey of The Hills at Brookhighland, as recorded in Map Book 37, page 105, in the Probate Office of Shelby County, Alabama.**

Subject to:

(1) Taxes or assessments for the year 2008 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Easement to Alabama Power Company recorded in Real 220, page 521; Real 220, page 532 and Real 207, page 380, in the Probate Office of Shelby County, Alabama. (b) Mineral and mining rights and rights incident thereto recorded in Deed Book 28, page 581; Deed Book 235, page 552; Deed Book 121, page 294; Deed Book 327, page 553 and Deed Book 107, page 989, in the Probate Office of Shelby County, Alabama. (c) Reciprocal Easement Agreement recorded in Real 125, page 249 and Real 199, page 18, in the Probate Office of Shelby County, Alabama. (d) Declaration of Covenants, conditions and restrictions as recorded in Real 307, page 950 and 1<sup>st</sup> Supplement recorded in Instrument 1998-40199, in the Probate Office of Shelby County, Alabama. (e) Easement to Alabama Gas Company recorded in Real 170, page 59, in the Probate Office of Shelby County, Alabama. (f) Slope Easement recorded in Instrument 2001-2175 in the Probate Office of Shelby County, Alabama. (g) Declaration of Protective Covenants as recorded in Real 194, page 54 and Instrument 1993-26958, in the Probate Office of Shelby County, Alabama. (h) Sanitary Sewer Easement recorded in Real 194, page 1; Real 194, page 43 and Real 107, page 968, in the Probate Office of Shelby County, Alabama. (i) Agreement for electrical services recorded in Real 306, page 119, in the Probate Office of Shelby County, Alabama. (j) Restrictions or Covenants appearing of record in Instrument 20040512000249230, in the Probate Office of Shelby County, Alabama. (k) Restrictions appearing of record in Instrument 20070417000177600, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

\$193,903.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

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, permittees, 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.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of The Lorrin Group, LLC, which have not been modified or amended.

To Have And To Hold to the said grantees, with rights of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created or severed during the joint lives of the grantees 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 grantees herein shall take as tenants in common.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 29<sup>th</sup> day of May, 2008.

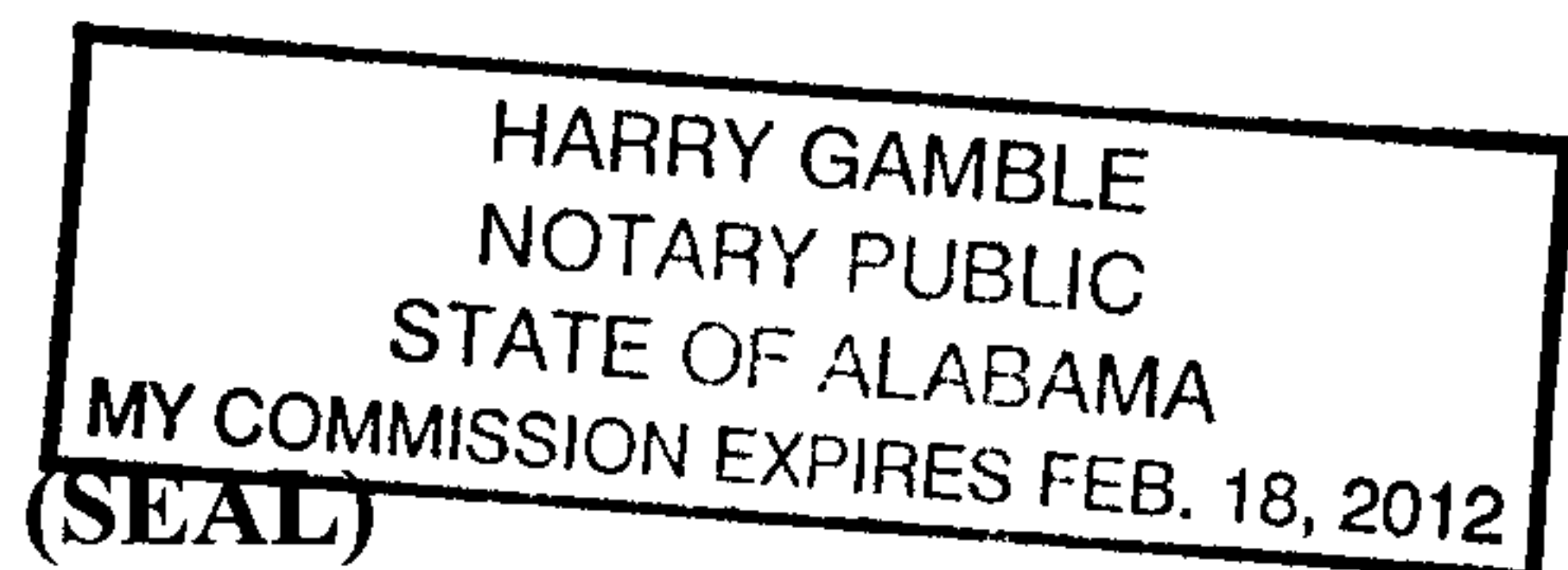
**The Lorrin Group, LLC**

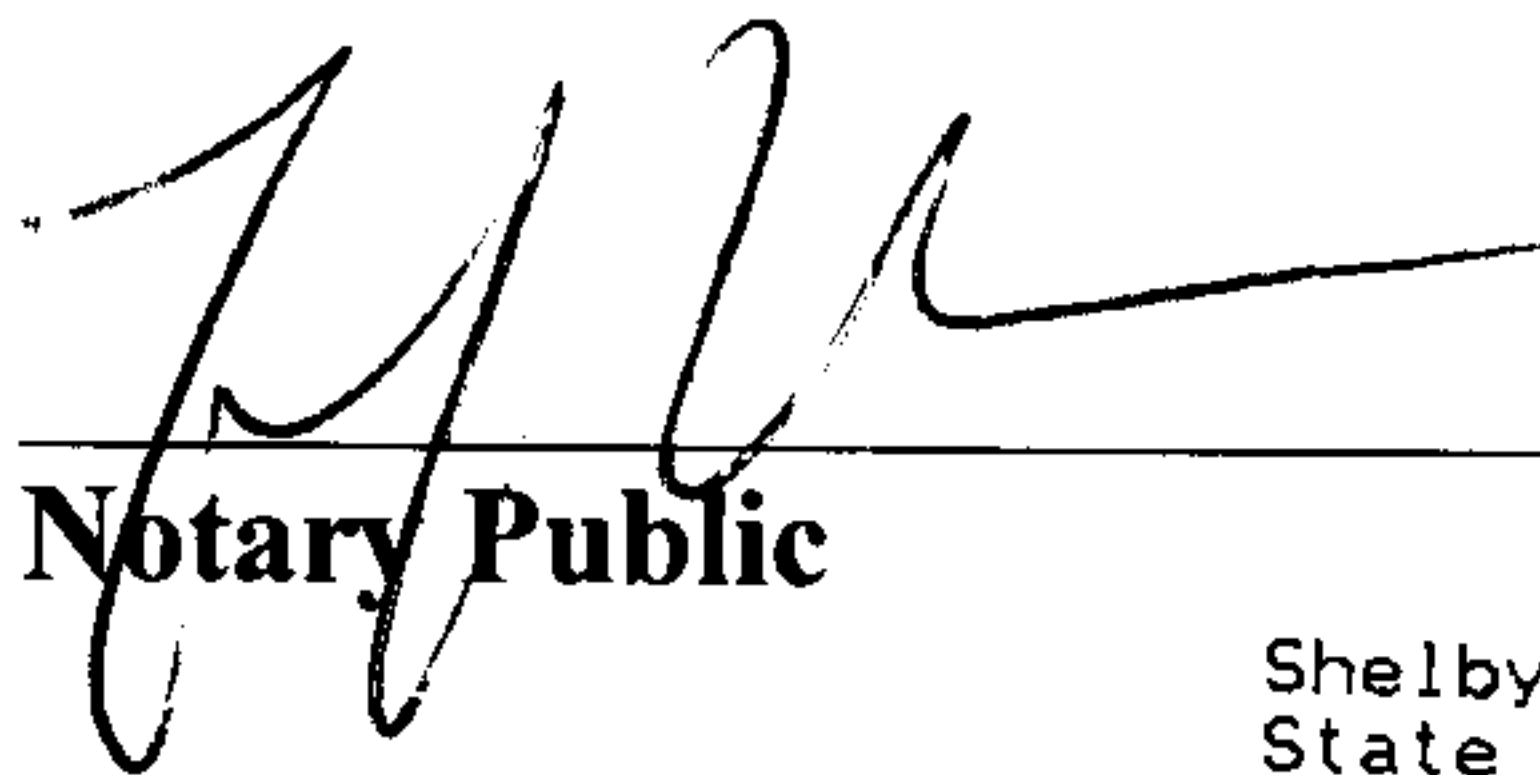
By:  (SEAL)  
**John Bistriz**  
Its: **Managing Member**

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **JOHN BISTRITZ**, whose name as **Managing Member of The Lorrin Group, LLC**, 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of May, 2008.



  
**Notary Public**

Shelby County, AL 06/04/2008  
State of Alabama

Deed Tax: \$6.00