

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

Send tax notice to:  
109 Lauchlin Way  
Pelham, AL 35124

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**STATUTORY WARRANTY DEED**

Know All Men by These Presents: That in consideration of **THREE HUNDRED THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$300,700.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **LOWERY HOMES, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **THOMAS KEITH** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lot 1132, according to the Survey of Lauchlin at Ballantrae, Phase II, as recorded in Map Book 38, Page 114 in the Probate Office of Shelby County, Alabama; being situated in 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) Building setback line of 25 feet reserved from Lauchlin Way, as shown by plat; (b) Public utility easements as shown by recorded plat, including a 5 foot easement within the building setback line; (c) Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20050520000246230 and 20070618000285050 in said Probate Office; (d) Restrictions, limitations and conditions as set out in Map Book 38 Page 114 in said Probate Office; (e) Easement to City of Pelham recorded in Inst. No. 2005-20929 in Probate Office; (f) Articles of Incorporation of Ballantrae recorded as Inst. No. 2003-66776 in Probate Office; (g) Covenant for Storm Water Run-off recorded in Inst. No. 20070831000412470 in Probate Office. (h) Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed recorded in Inst. No. 20070831000412470 in said Probate Office.

**\$285,665.00** of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

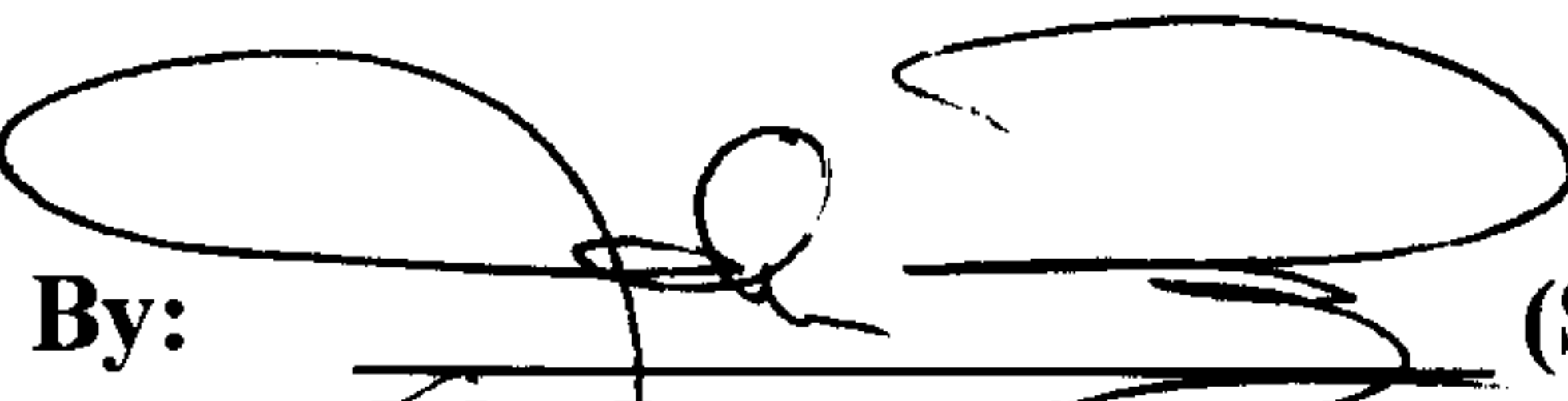
This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor from any and all liability, claims 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.

To Have And To Hold to the said grantees, his, her or their heirs and assigns forever.

The grantor covenants and agrees that the grantor is executing this Deed in accordance with the Articles of Incorporation and Bylaws of Lowery Homes, Inc., which have not been modified or amended.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 15<sup>th</sup> day of July, 2008.

Lowery Homes, Inc.

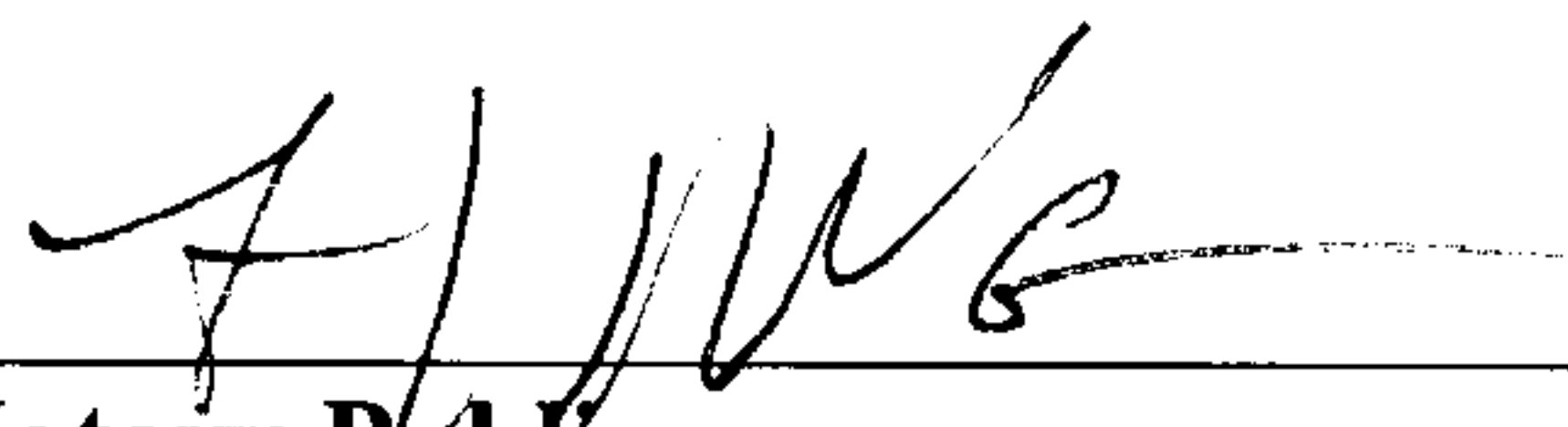
By:  (SEAL)  
John Lowery  
Its: President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **John Lowery**, whose name as **President** of **Lowery Homes, Inc.** 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 15<sup>th</sup> day of July, 2008.

(SEAL) HARRY GAMBLE  
NOTARY PUBLIC  
STATE OF ALABAMA  
COMMISSION EXPIRES FEB. 18, 2012

  
Notary Public

Shelby County, AL 07/17/2008  
State of Alabama  
Deed Tax: \$15.00