



20080902000349120 1/4 \$345.00
Shelby Cnty Judge of Probate, AL
09/02/2008 12:30:35PM FILED/CERT

Send Tax Notice to:

Stuart and Mary Anna Raburn

110 Coshatt Trail

Hoover, AL 35244

STATE OF ALABAMA)

)

SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to the undersigned, **ROBERT ALEXANDER SHAFFER** and **WENDY INGRAM SHAFFER**, husband and wife (hereinafter referred to as the "Grantor"), in hand paid by **STUART RABURN** and wife, **MARY ANNA RABURN** (hereinafter referred to as the "Grantees"), the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell, and convey unto the said Grantees as joint tenants with right of survivorship, all of their right, title, and interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT A

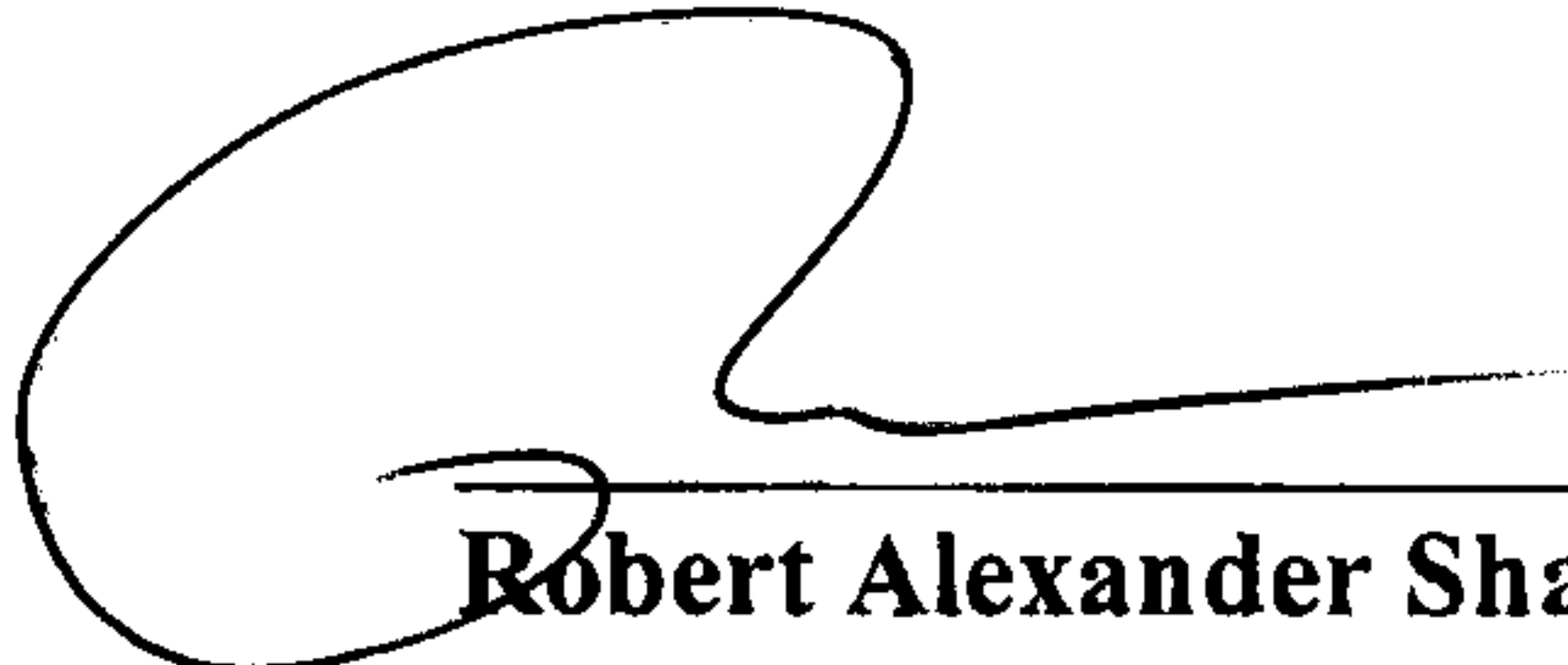
This conveyance is made subject to all items listed on attached Exhibit B.

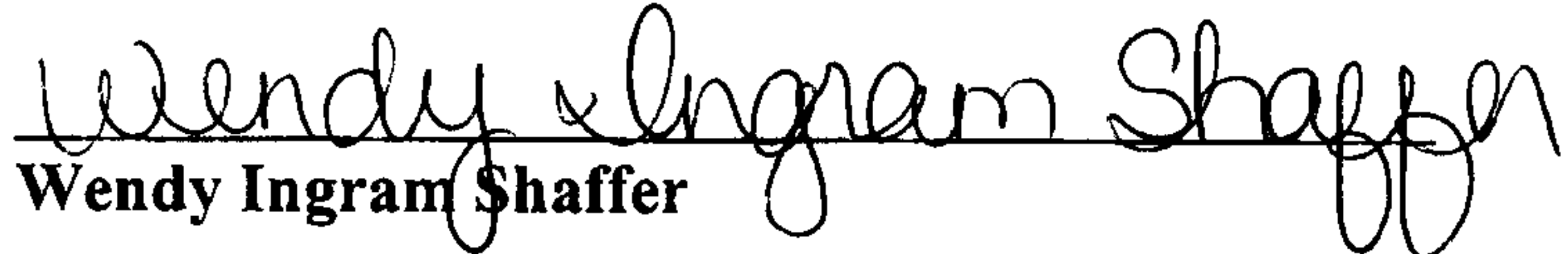
TO HAVE AND TO HOLD to the said Grantees, and to Grantees' heirs and assigns forever.

GRANTORS make no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantors have neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition hereof by the Grantors.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said Grantors have executed this instrument this
the 28 day of August, 2008.



Robert Alexander Shaffer


Wendy Ingram Shaffer

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State,
hereby certify that **ROBERT ALEXANDER SHAFFER and WENDY INGRAM SHAFFER**,
are signed to the foregoing Statutory Warranty Deed and who are known to me, acknowledged
before me on this day that, being informed of the contents of the Warranty Deed, they executed
the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of August, 2008.


Notary Public
My Commission Expires: My Commission Expires 04/21/2012

This Instrument Prepared By:

Samuel D. Friedman, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue, South
Birmingham, AL 35205

EXHIBIT A

Legal Description

A tract of land situated in the W ½ of the SW ¼ of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an existing 3" capped iron pipe being the locally accepted SW corner of said Section 9, run in a northerly direction along the west line of said section for a distance of 205.04 feet to an existing iron rebar set by Weygand and being on the north right-of-way line of Wine Ridge Lane and being the point of beginning; thence continue in a northerly direction along the west line of said Section 9 for a distance of 1389.77 feet to an existing 5/8" iron rebar; thence turn an angle to the right of 153°-19'-46" and run in a southeasterly direction for a distance of 1396.60 feet to an existing iron rebar set by Weygand and being on the northwest right-of-way line of Heatherwood Drive, said northwest right-of-way line being on a curve, said curve being concave in a southeasterly direction and having a central angle of 2°-58'-35" and a radius of 5468.14 feet; thence turn an angle to the right (78°-14'-47" to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along the northwest right-of-way line of said Heatherwood Drive for a distance of 284.06 feet to an existing iron rebar set by Weygand being the point of ending of said curve; thence turn an angle to the left (1°-1'-56" from the chord of last mentioned curve) and run in a southwesterly direction along the northwest right-of-way line of Heatherwood Drive for a distance of 133.00 feet to an existing iron rebar set by Weygand and being at a point of intersection with the northeast right-of-way line of Wine Ridge Lane; thence turn an angle to the right of 75°-40'-32" and run in a northwesterly direction along the northeast right-of-way line of said Wine Ridge Lane for a distance of 53.81 feet to an existing iron rebar set by Weygand and the point of beginning of a curve, said curve being concave in a southwesterly direction and having a central angle of 35°-17' and a radius of 423.06 feet; thence turn an angle to the left (16°-25'-37" to the chord of said curve) and run in a northwesterly direction along the arc of said curve for a distance of 260.52 feet to an existing iron rebar set by Weygand and being the point of ending of said curve, and said curve being the northeast right-of-way line of Wineridge Lane; thence turn an angle to the left (17°-38'-30" from the chord of last mentioned curve) and run in a westerly direction along the northerly right-of-way line of said Wineridge Lane for a distance of 16.99 feet, more or less, to the point of beginning.

LESS AND EXCEPT any portion contained within the Heatherwood Common Area.

EXHIBIT B

Permitted Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by a person in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not which by the Public Records.
5. Any mineral or mining rights leased, granted or retained by current or prior owners.
6. Taxes or assessments for 2008 and subsequent years and not yet due and payable.
7. Restrictions appearing of record in Instrument #20070105000007260.
8. Subject to terms, conditions, limitations, obligations and restrictions set forth in Declaration of Protective Covenants in instrument #20030411000221760 and instrument #20050104000002410.
9. Restrictions, conditions, easements, mineral and mining rights, rights incidental thereto including release of damages set forth in Book 146, Page 237 and Instrument #20030441000221790.
10. Non-exclusive assignment of sign rights as set forth in Instrument #20030441000221770.
11. Reservations in deed recorded in Instrument #20030411000221750.
12. Subject to Heatherwood Homeowner's Association By-Laws, Rules and Regulations set forth in Instrument #20050329000142990.
13. Right of way to Shelby County in Book 290, Page 552 and Book 243, Page 93.
14. Easements to USX and South Central Bell Telephone Company in Book 119, Page 887.
15. Right of way to Alabama Power Company in Book 337, page 267.
16. Easement granted to BellSouth Telecommunications, Inc., as recorded in Instrument #20070627000300950.
17. Easement in favor of Alabama Power Company recorded in Instrument #20071029000496990.