

Send Tax Notice To:  
William Boyd Massey  
P.O. Box 343  
Alabaster, Alabama 35007

*This instrument was prepared by:*  
Laurie Boston Sharp,  
ATTORNEY AT LAW, LLC  
P. O. Box 567  
Birmingham, AL 35007

THIS DEED PREPARED WITHOUT THE BENEFIT OF TITLE OR SURVEY.

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**Statutory Warranty Deed**

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STATE OF ALABAMA     )

**KNOW ALL MEN BY THESE PRESENTS,**

COUNTY OF SHELBY     )

THAT IN CONSIDERATION OF ONE HUNDRED and 00/100 DOLLARS (\$100.00) paid - *w.B.M.*  
to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby  
acknowledged, **CORNERSTONE INVESTMENTS, LLC**, an Alabama limited liability company  
and **KENCAR DEVELOPMENT, INC.** (herein referred to collectively as Grantor), does grant,  
bargain, sell and convey unto **WILLIAM BOYD MASSEY** (herein referred to as Grantee), the  
following described real estate (herein referred to as the Property), situated in the State of Alabama,  
County of Shelby, to-wit:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1 PARK FOREST, 1<sup>st</sup> SECTOR AS  
RECORDED IN MAP BOOK 7, PAGE 155 IN THE OFFICE OF THE JUDGE OF  
PROBATE OF SHELBY COUNTY, ALABAMA, THEN NW 170 FEET TO THE SOUTH  
RIGHT OF WAY OF FOREST PARKWAY, THEN NE 95.63 FEET TO THE WEST  
RIGHT OF WAY OF ALABAMA HIGHWAY 119, THEN SE 195.19 FEET ALONG THE  
RIGHT OF WAY OF ALABAMA HIGHWAY 119, THEN WEST 100 FEET TO THE  
POINT OF BEGINNING.

THIS TRACT ALSO IDENTIFIED AS SHELBY COUNTY PARCEL ID # 23 7 26 0 001  
007.045.

**The above Property is conveyed subject to:**

1. the lien of ad valorem and similar taxes for 2008 and subsequent years;
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights, including but not limited to gas, oil, sand and gravel, in, on

- and under subject property; and  
3. Any and all matters of record.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns, forever .

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

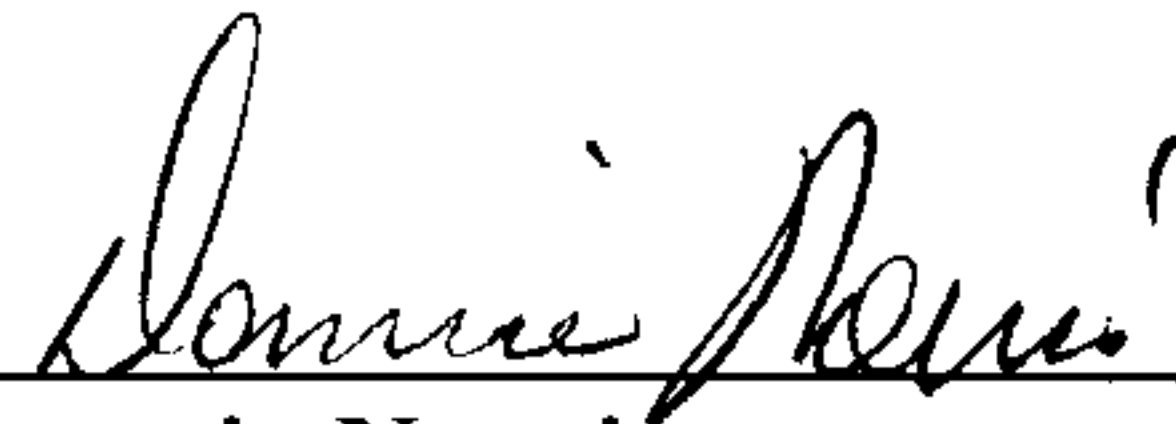
IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the \_\_\_\_\_ day of December, 2008.

**KENCAR DEVELOPMENT, INC.,**  
**an Alabama corporation**

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

Kenneth Carter  
Its: President


**CORNERSTONE INVESTMENTS, LLC, an Alabama  
limited liability company**

By:   
**Donnie Norris**  
**Its: Member**

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DONNIE NORRIS, whose name as Member of CORNERSTONE INVESTMENTS, LLC, an Alabama limited liability company, 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, in his capacity as such Member and with full authority, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 11<sup>th</sup> day of December 2008.

  
NOTARY PUBLIC       5-13-2011

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KENNETH R. CARTER, whose name as President of KENCAR DEVELOPMENT, 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, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of December, 2008.

  
NOTARY PUBLIC  
My commission expires: 5-13-2011

Shelby County, AL 12/31/2008  
State of Alabama

Deed Tax: \$.50