

STATUTORY WARRANTY DEED

This instrument was prepared by

Send Tax Notice To: Thomas R. Young

(Name) Larry L. Halcomb, Attorney
3512 Old Montgomery Highway
(Address) Birmingham, Alabama 35209

name
5232 Crossings Parkway
address
Birmingham, AL 35242

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

COUNTY OF **SHELBY**

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FOUR HUNDRED EIGHTY FIVE THOUSAND ONE HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$485,145.00)**

to the undersigned grantor, **Harbar Construction Company, Inc.**

a corporation,
(herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Thomas R. Young and Elizabeth W. Young

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in **Shelby County, Alabama** to-wit:


Lot 440, according to the Map and Survey of Caldwell Crossings, Fourth Sector, Phase 2, as recorded in Map Book 36, page 149, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights, together with release of damages, excepted.

Subject to taxes for 2009.

Subject to conditions on attached Exhibit "A".

Subject to items on attached Exhibit "B".


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Shelby Cnty Judge of Probate, AL
02/10/2009 03:15:48PM FILED/CERT

\$384,000.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said 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 and assigns of such survivor forever, together with every contingent remainder and right of reversion.

Shelby County, AL 02/10/2009
State of Alabama

Deed Tax: \$101.50

IN WITNESS WHEREOF, the said GRANTOR, by its **Vice President, Josh Barrow,**
who is authorized to execute this conveyance, has hereto set its signature and seal, this the **6th** day of **February, 2009**

ATTEST:

Harbar Construction Company, Inc.

By 
Josh Barrow, Vice President

STATE OF **ALABAMA**
COUNTY OF **JEFFERSON**

I, **Larry L. Halcomb**, a Notary Public in and for said County in said State, hereby certify that **Josh Barrow** whose name as **Vice President** of **Harbar Construction Company, Inc.** a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the **6th** day of **February,** **2009.**


Larry L. Halcomb

Notary Public

My Commission Expires January 23, 20 10

EXHIBIT "A"

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.



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Shelby Cnty Judge of Probate,AL
02/10/2009 03:15:48PM FILED/CERT

EXHIBIT "B"

Restrictions, public utility easements, and building setback lines as shown on recorded map of said subdivision.

Restrictive covenants as shown in Instrument #20060426000194980, Instrument #20050413000172750, Instrument #20050322000127490, Misc. Volume 27, Page 381 and in Instrument #1997-23467, amended in Instrument #20060516000230000.

Right of way to Alabama Power Company as recorded in Instrument #20050803000391990, Instrument #20050803000391980, Instrument 20060201000052420, Instrument #20040204000057770, Volume 220, Page 67 and in Volume 217, Page 750.

Agreement with City of Hoover as recorded in Instrument #20050322000127490.

Easement as recorded in Instrument #1993-31528 and in Instrument #1993-31529.

Title to all oil, gas and minerals within and underlying the premises, together with all oil 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 as recorded in Real Volume 319, page 293 in the Probate Office of Shelby County, Alabama.

Any riparian rights with respect to Moon Glow Lake bordering property.

Less and except any part of the Property lying within a road right of way.

Easement to City of Hoover as recorded in Instrument #2000-25987.

Memorandum of Lease to ForeSite, LLC, as recorded in Instrument #20021217000632730.

Power lines, drainage and other matters as shown on Survey dated January 22, 2005.



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