

This Instrument Prepared By:
Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, AL 35243
NTC0900126

Send Tax Notice To:
Forest L. Kurtz
1001 Dublin Way
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 04/23/2009
State of Alabama

Deed Tax: \$45.50

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **TWO HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$225,600.00)** to the undersigned **Thornton New Home Sales, Inc.**, an Alabama corporation ("Grantor"), in hand paid by **FOREST L. KURTZ** ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as joint tenants with rights of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 58, according to the Map and Survey of Dunnavant Square, as recorded in Map Book 39, Page 119 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.

\$180,480.00 of the Consideration was paid from the proceeds of a mortgage loan.

Subject to: (1) Ad valorem taxes due and payable October 1, 2009 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration in Map Book 39 page 119 A, B, and C and Inst. #20080328000125360 and Inst. # 20070410000164500 in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (including without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

20090423000149800 2/2 \$59.50
Shelby Cnty Judge of Probate, AL
04/23/2009 01:17:47PM FILED/CERT

TO HAVE AND ATO HOLD to the said Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its Vice President, Steven R. Chester, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 15th day of April, 2009.

THORNTON NEW HOME SALES, INC., AN
ALABAMA CORPORATION

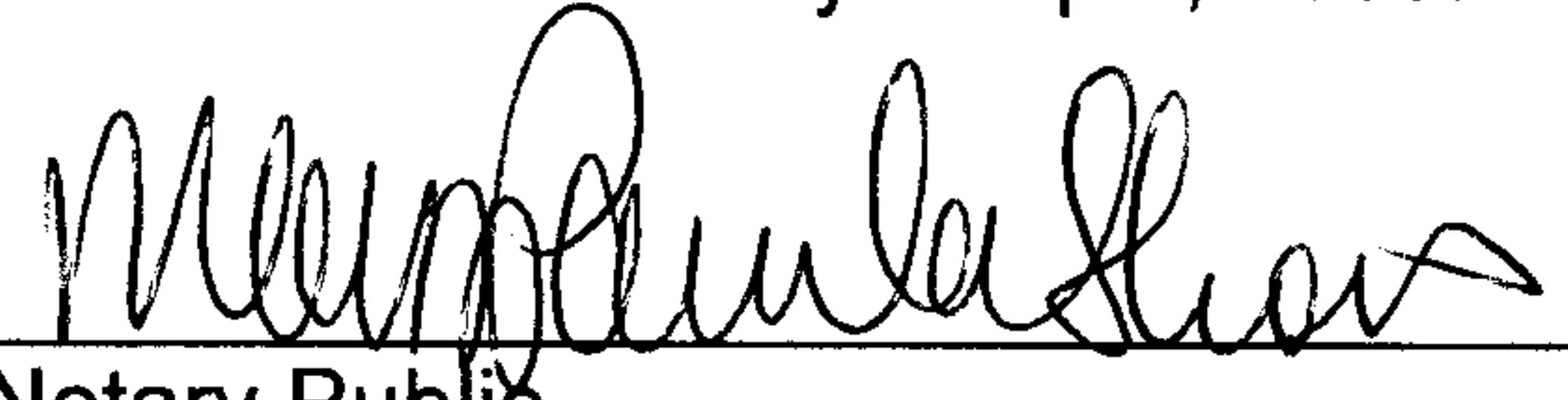
By:


Steven R. Chester
Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steven R. Chester, whose name as Vice-President of THORNTON NEW HOME SALES, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 20th day of April, 2009.


Notary Public

My Commission Expires:

[SEAL]

