

This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, Alabama 35243
NTC0900176

Elizabeth J. West
344 Creekside Lane
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 05/21/2009

State of Alabama

Deed Tax : \$21.00

STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of Two Hundred Eight Thousand Nine Hundred and No/100 Dollars (\$208,900.00) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by **Elizabeth J. West** ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 259, according to the Final Plat of Holland Lakes, Sector 2, Phase 2, as recorded in Map Book 36 Page 55 in the Probate Office of Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to use the Common Areas as more particularly described in Holland Lakes Declaration of Covenants, Conditions, and Restrictions executed by the Grantor and filed for record as Instrument No. 20050426000199570 in the Probate Office of Shelby County, Alabama (the "Declaration").

\$167,120.00 of the consideration was paid from the proceeds of a mortgage loan.

\$20,890.00 of the consideration was paid from the proceeds of a second mortgage loan closed simultaneously herewith.

TITLE IS VESTED IN THORNTON NEW HOME SALES, INC., AS SURVIVOR IN ITS MERGER WITH HOLLAND LAKES, INC.

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 and in Map Book 36 page 55 and Instrument No. 200504256000199570 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, predecessors, contractors, subcontractors, mortgagees and each of their respective successors and assigns, from 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.

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 11th day of May, 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, 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 seal this the 11th day of May, 2009.



Notary Public

My Commission Expires: _____