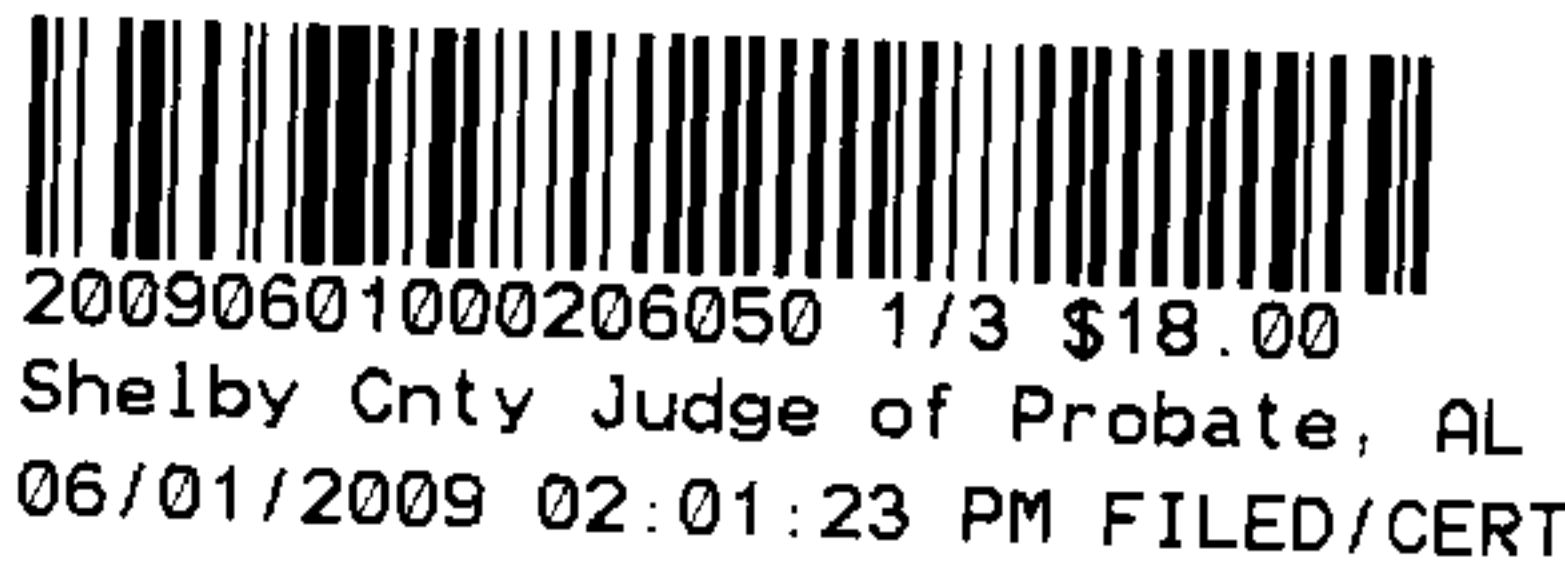


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
Stephen K. Wells and Diane Connelly  
3009 Regent Park Circle  
Birmingham, Alabama 34242

STATE OF ALABAMA )  
COUNTY OF SHELBY )



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Twenty Two Thousand and NO/100 Dollars (\$322,000.00) to the undersigned grantor, **REGENT PARK HOMES, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **REGENT PARK HOMES, LLC**, an Alabama limited liability compant, does by these presents, grant, bargain, sell and convey unto **Stephen K. Wells and Diane Connelly** (hereinafter referred to as "Grantees"), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 59, according to The Village at Highland Lakes, Regent Park Neighborhood, Phase Four, an Eddleman Community, as recorded in Map Book 40, Page 114, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama, the Supplementary Declaration and Amendment recorded in Instrument No. 20070830000408300 in the Probate Office of Shelby County, Alabama and the Second Supplementary Declaration to the Declaration recorded in Instrument No. 20080501000178840 in the Probate Office of Shelby County, Alabama and the Third Supplementary to the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, with respect to Regent Park Neighborhood, Phase Four, recorded in Instrument No. 20090121000018210 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2009 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements, other easements, building and setback lines as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.
- (3) Right of way granted to Shelby County as set forth in Deed Book 196, Pages 237, 248 and 254, and Instrument No. 20060630000314890; Instrument No. 20060630000315260 and Instrument No. 20060630000315270, in said Probate Office.
- (4) Easement to Shelby County as recorded in Instrument #1992-15747 and Instrument #1992-24264, in said Probate Office.
- (5) Ingress and egress easements as recorded in Real Book 321, Page 812, in said Probate Office.
- (6) Right of way for roadway as set forth in Real 103, Page 844 and Map Book 3, Page 148, in said Probate Office.
- (7) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument #20041202000659280; Instrument #20060224000089280; Instrument #20060421000186650 and Instrument #20060421000186670 and amended in Instrument #20060712000335740, in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW



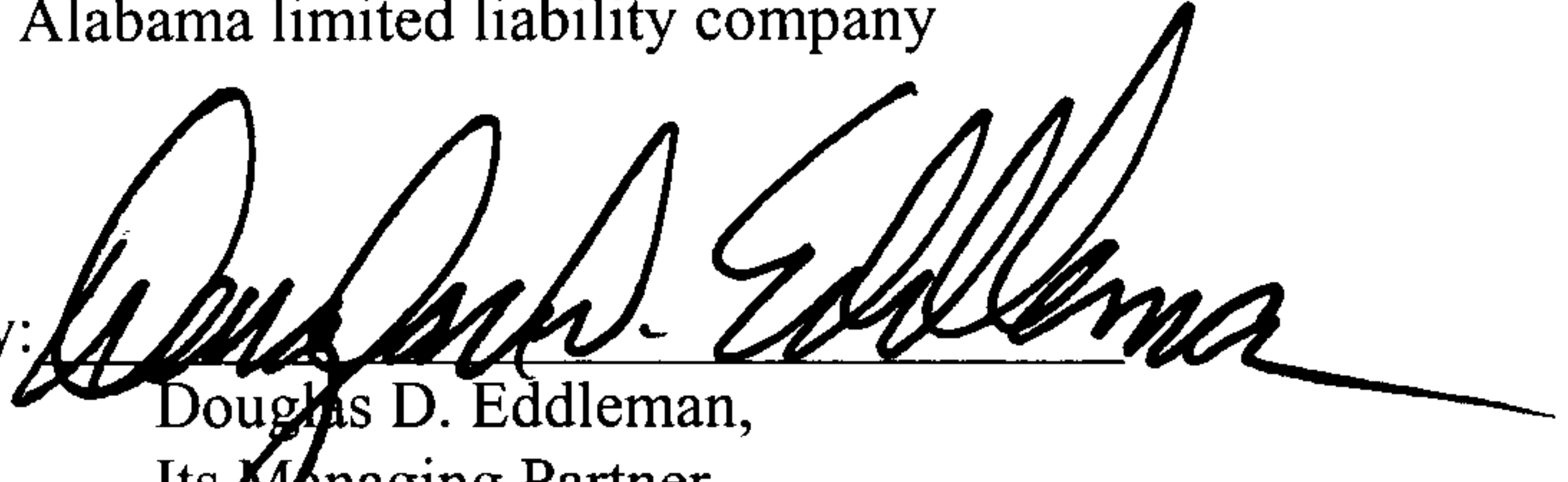
- (8) Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, a Residential Subdivision, as recorded as Instrument #20070223000084910 and supplemented in Instrument No. 20070830000408300 and Second Supplement as recorded in Instrument No. 20080501000178840 and Instrument No. 20090121000018210 for Phase 4, in said Probate Office.
- (9) Articles of Incorporation of Highland Village Residential Association, Inc. as recorded in Instrument # 20060314000120380 and in Book LR200605, Page 6695, in said Probate Office.
- (10) Articles of Incorporation of The Village at Highland Lakes Improvement District as recorded in Instrument # 20051209000637840 and Notice of Final Assessment of Real Property as recorded in Instrument # 20051213000644260 in said Probate Office.
- (11) Notes and subdivision restrictions, limitations and conditions as set out in Map Book 40, Page 114, in said Probate Office.
- (12) Title to all minerals within and underlying the premises, together with all oil and 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 Deed Book 81, Page 417, in said Probate Office.
- (13) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
- (a) As per plot plan which must be approved by the ARC;
- (13) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 247, Page 905 and Deed Book 139, Page 569 and Deed Book 134, Page 411; Instrument #20060630000314890; Instrument #20060630000315260 and Instrument #20060630000315270, in said Probate Office.
- (14) Easement to Alabama Power Company as recorded in Instrument #20060630000314890, Instrument #20060630000315260 and Instrument #20060630000315270, in said Probate Office.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, 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 lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantees(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantees, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantees has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.


**TO HAVE AND TO HOLD**, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto 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.

21st **IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this day of May, 2009.

GRANTOR:  
REGENT PARK HOMES, LLC  
an Alabama limited liability company

By:   
Douglas D. Eddleman,  
Its Managing Partner

The Village at Highland Lakes, Regent Park Neighborhood  
Lot 59 - Stephen K. Wells and Diane Connelly

  
20090601000206050 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/01/2009 02:01:23 PM FILED/CERT

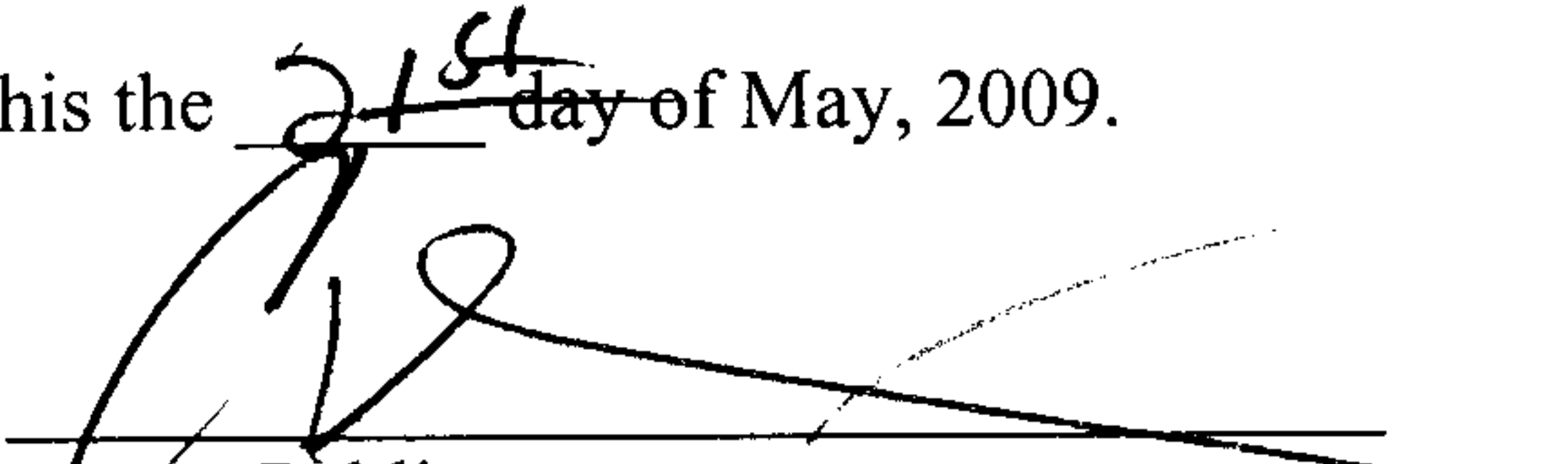


State of Alabama       )  
                                 :  
County of Jefferson    )

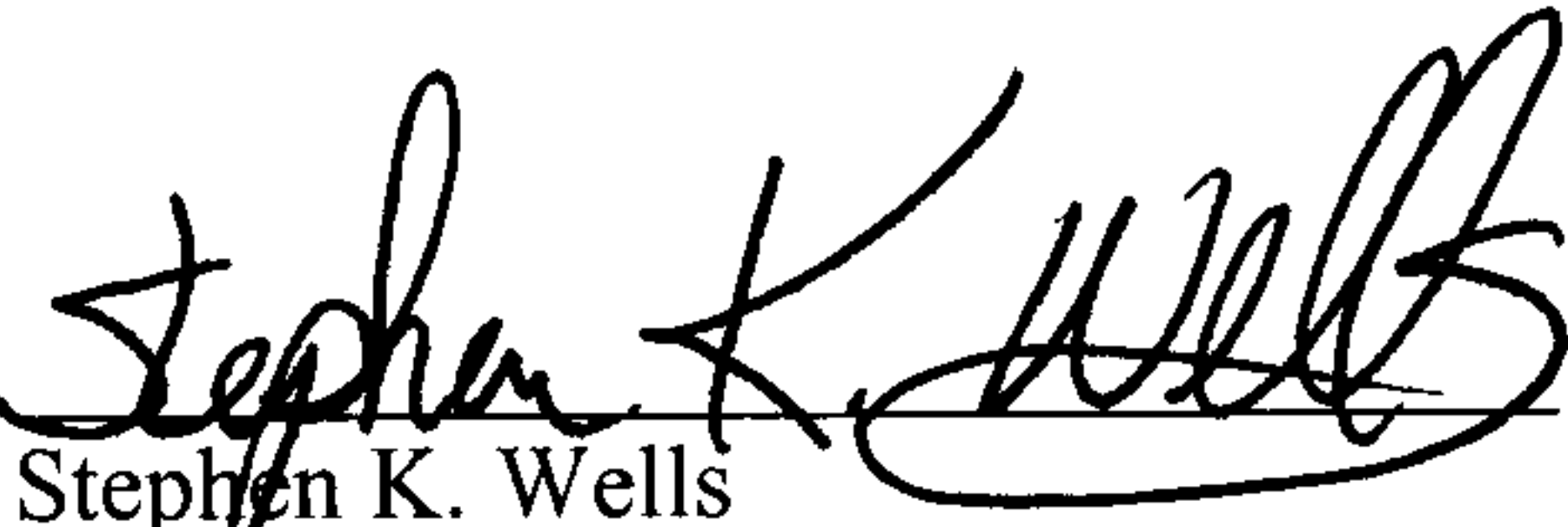
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Partner of Regent Park Homes, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Partner, and with full authority, executed the same voluntarily for and as the act of said limited liability company.


Given under my hand and official seal of office this the 21<sup>st</sup> day of May, 2009.

My Commission expires: 6-5-2011

  
\_\_\_\_\_  
Notary Public

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

  
\_\_\_\_\_  
Stephen K. Wells

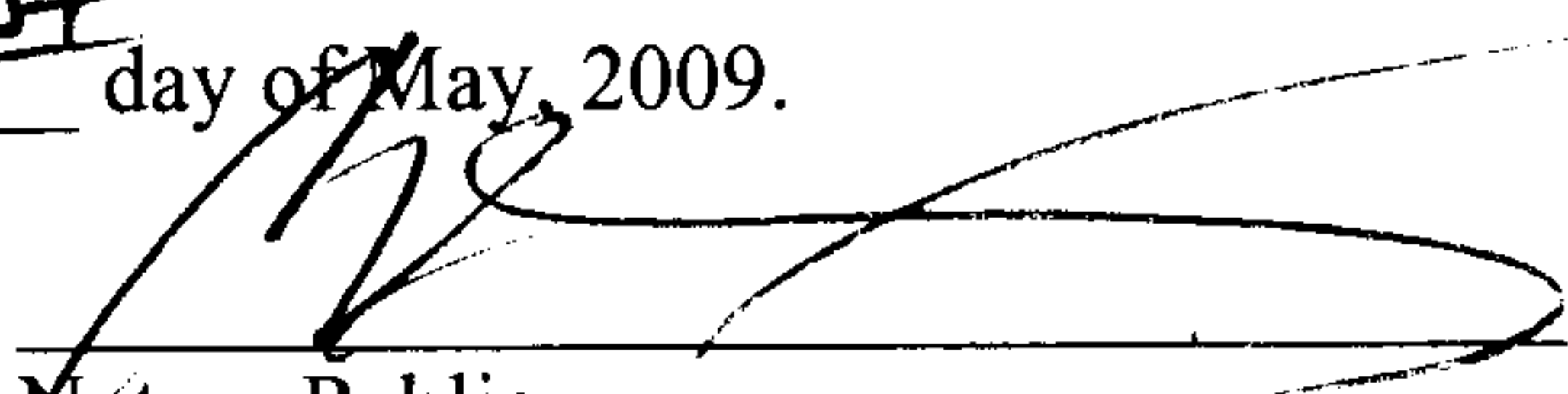
  
\_\_\_\_\_  
Diane Connelly

State of Alabama       )  
                                 :  
County of Jefferson    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen K. Wells and Diane Connelly, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily for and as their act on the day the same bears date.

Given under my hand and official seal this 21<sup>st</sup> day of May, 2009.

My Commission expires: 6-5-2011

  
\_\_\_\_\_  
Notary Public