

This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: Christopher B. Edgeworth
4033 Saddle Run Circle
Pelham, AL 35124

SPECIAL WARRANTY DEED


20090723000283190 1/2 \$29.00
Shelby Cnty Judge of Probate, AL
07/23/2009 08:53:37 AM FILED/CERT
Shelby County, AL 07/23/2009
State of Alabama
Deed Tax : \$15.00

STATE OF ALABAMA

}

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of One Hundred Thirty Nine Thousand dollars and Zero cents (\$139,000.00) Grantor in hand paid to the undersigned, AUTO-OWNERS INSURANCE COMPANY, A MICHIGAN CORPORATION (herein referred to as "Grantor"), grant, bargain, sell and convey unto, Christopher Brent Edgeworth, (herein referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 62, according to the Map and Survey of Saddle Run Subdivision, as recorded in Map Book 11, Page 28, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

See Attachment to Special Warranty Deed, attached hereto and incorporated herein by reference.

Subject to taxes for 2009 and subsequent years, easements, restrictions, rights of way, and permits of record.

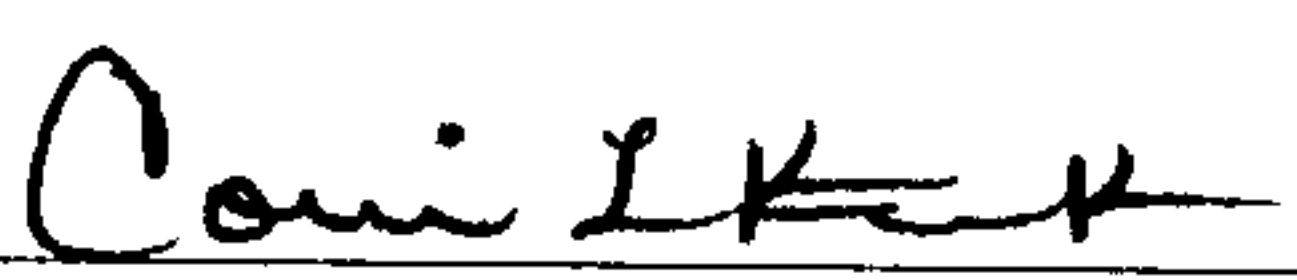
\$124,000.00 of the above recited consideration was paid from a mortgage from a third party recorded simultaneously herewith.

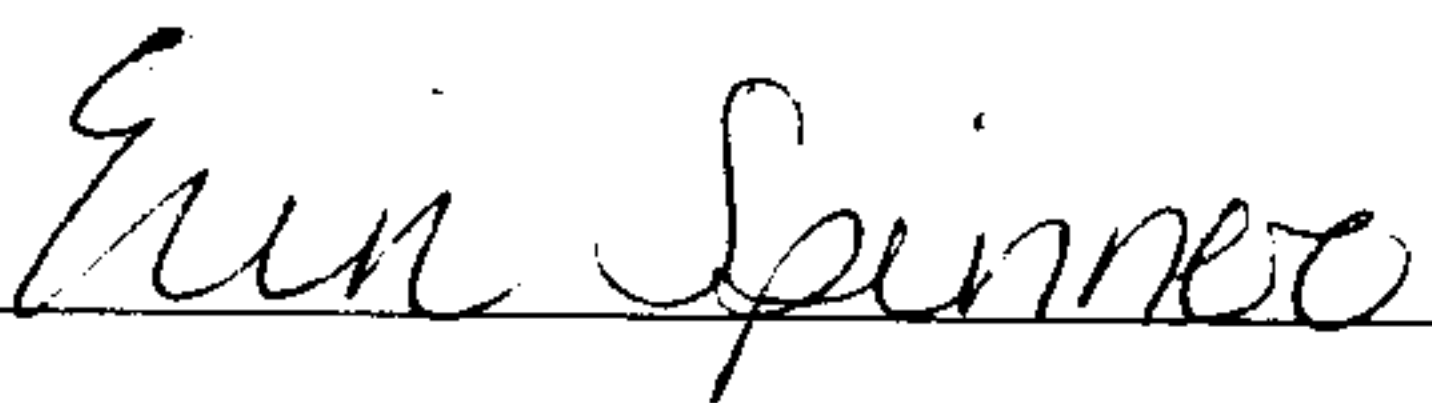
THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR.

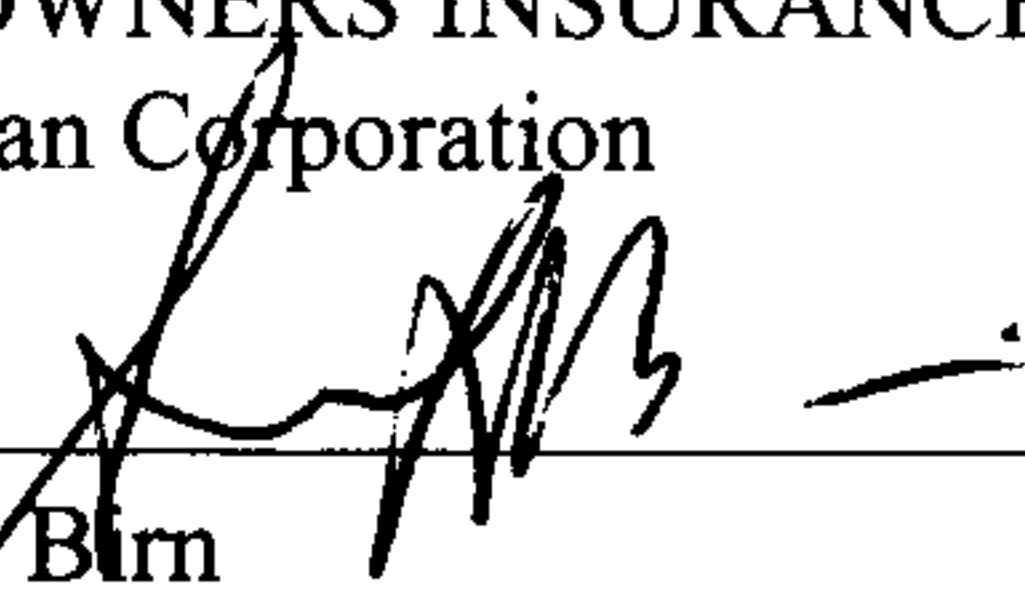
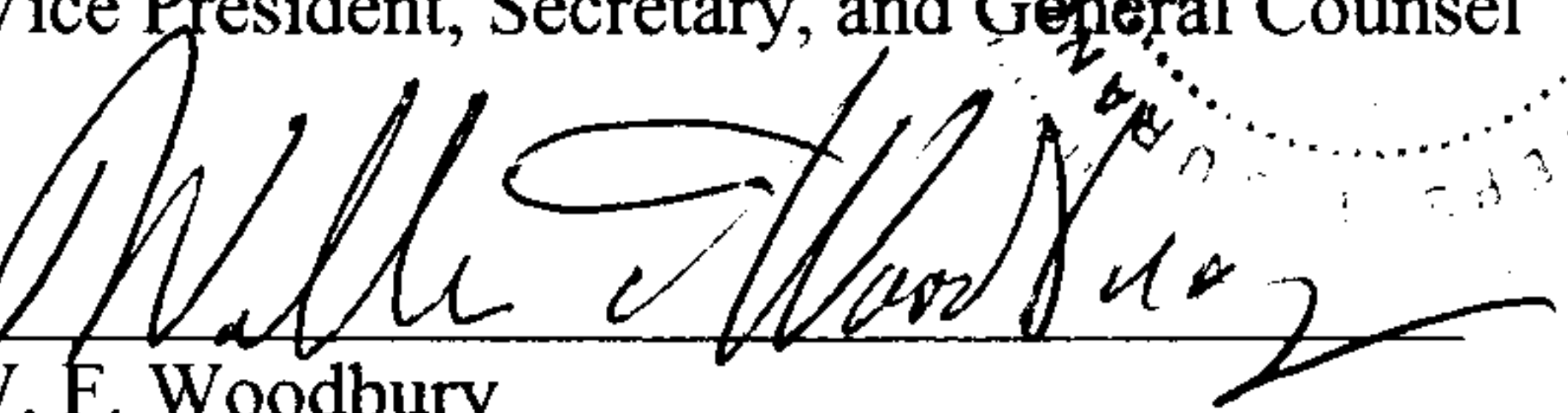
TO HAVE AND HOLD to the said Grantee, his heirs and assigns, executors, administrators and assigns forever.

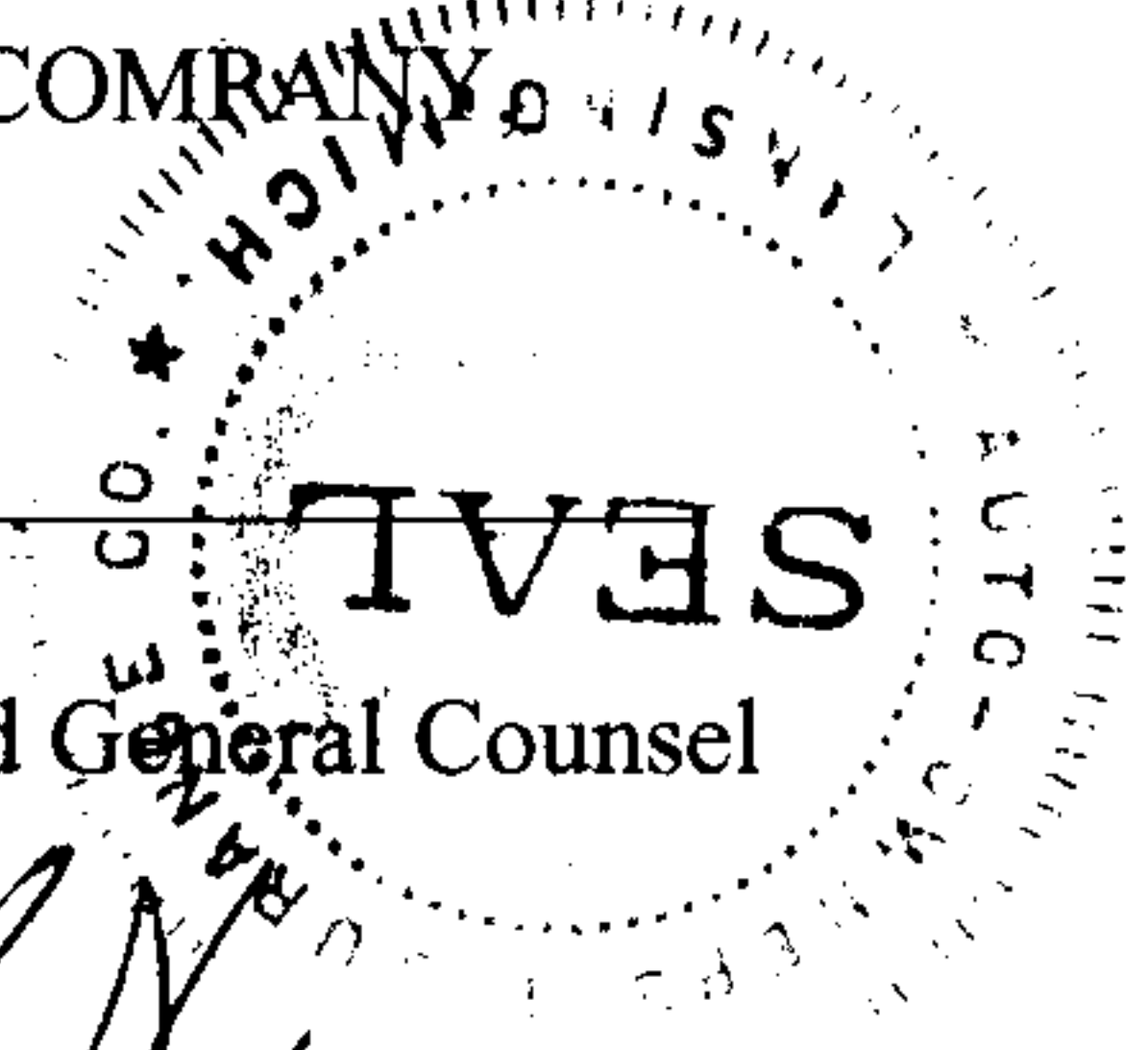
And we do for ourselves and for Grantor's successors and assigns covenant with the said GRANTEE his heirs and assigns, that Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid.

IN WITNESS WHEREOF, Grantor has by the signatures of its duly authorized officers who have set their hands and seals on the Special Warranty Deed, this 15th day of July, 2009.

 (SEAL)

 (SEAL)

AUTO-OWNERS INSURANCE COMPANY
a Michigan Corporation
BY: 
S. R. Birn
ITS: Vice President, Secretary, and General Counsel
BY: 
W. F. Woodbury
ITS: Vice President and Associate General Counsel



STATE OF MICHIGAN

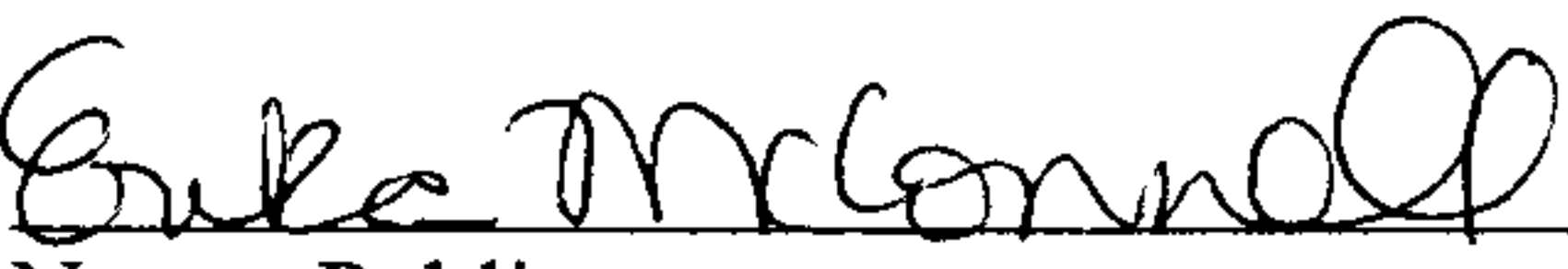
} SS

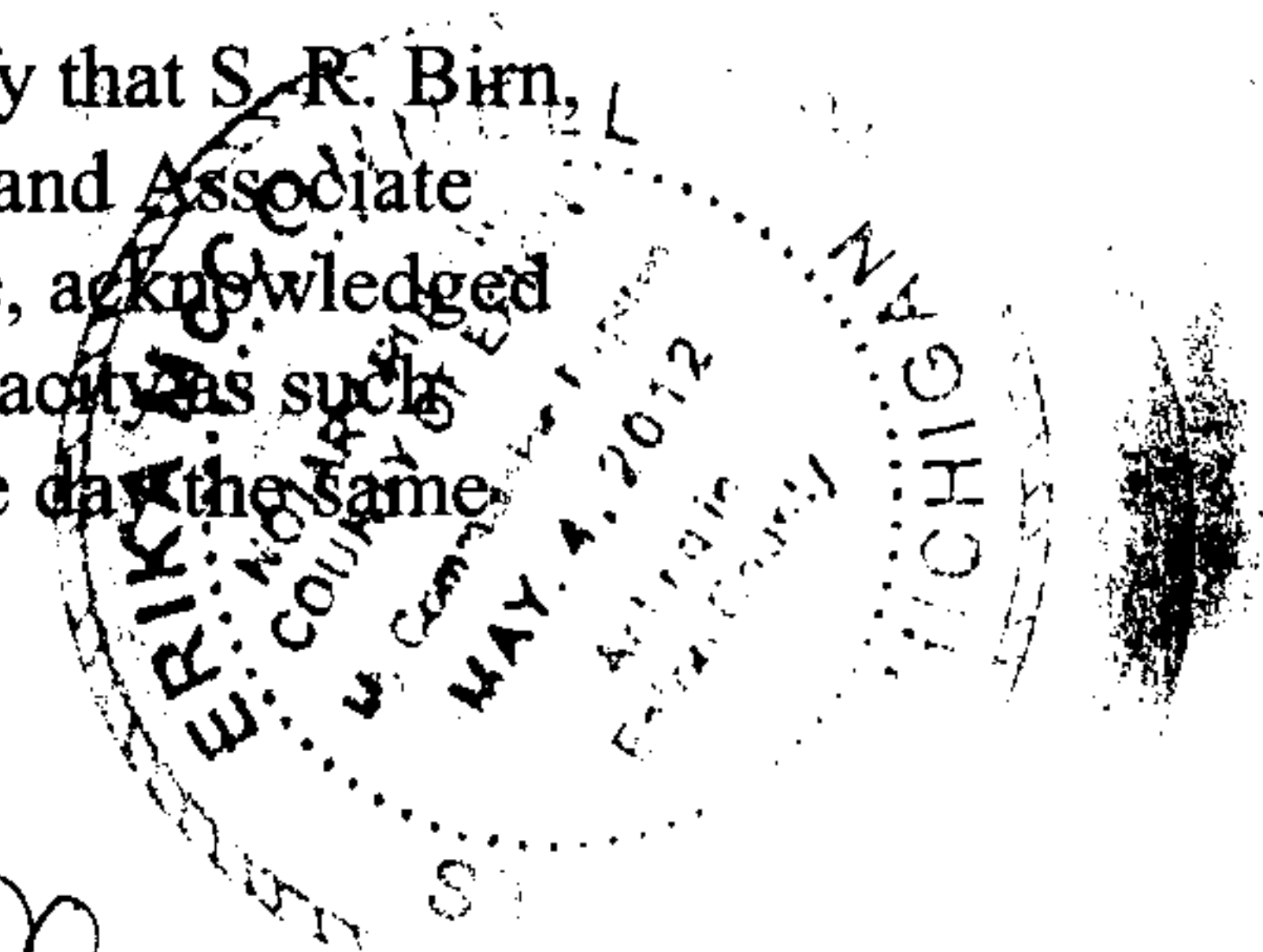
COUNTY OF EATON

General Acknowledgment

I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that S. R. Birn, its First Vice President, Secretary, and General Counsel, and W. F. Woodbury, its Vice President and Associate General Counsel, respectively, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they in their capacity as such officers, with full authority on behalf of the corporation, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of July, 2009.


Notary Public
My Commission Expires:
ERIKA J. McCONNELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires May 4, 2012
Acting in the County of Eaton



**ATTACHMENT TO SPECIAL WARRANTY DEED
FOR
4033 SADDLE RUN CIRCLE, PELHAM, AL 35124**

Grantor herein transfers insurable title to the Grantee with a limited warranty covenant which provides: Grantor covenants that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend only that title against the lawful claims of all persons claiming by, under or through Grantor, but against no other claims, or persons, subject to each of the following: All building and use restrictions; Zoning, building and housing restrictions and ordinances and state and federal regulation relating to the use of the Property and/or improvements; Any restrictions relating to the use or any Improvement of the Property; Utility and drainage easements; All easements of record or readily observable on the Property; Any easements or encroachments identified or readily identified by a survey if Grantee had had an accurate, up-to-date, stake ALTA boundary survey performed; Any defects, exception or exclusion from coverage specified in the title insurance commitment and final title insurance policy; Legal highways and streets; All taxes and assessments which are a lien but not yet due and payable until after closing; Location of boundary lines; Unrecorded sewer, sanitation, and paving assessments; Easements created by usage or time or any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any; presence of unknown hazardous substances, underground tanks, oil or natural gas wells (plugged or unplugged), abandoned water wells, farming operations and/or private burial sites located on, or near, the Property; The Property, improvements, fixtures, equipment and any personal property included in the sale in "AS IS" condition without any representation or warranty; Ad valorem taxes for the current year (prorated through the date of Closing); Utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, and operation of smoke detectors, heat detectors, carbon monoxide detectors, and radon detectors on, or in, the Property and improvements; Grantee indemnifying, holding harmless, and defending Grantor for the presence, existence and/or conditions causing or contributing to radon gas, black mold, fungus, biological contaminants, or other airborne pathogens on and/or in the Property or improvements, which claim is made by Grantee, or any person Grantee allows to reside in or about the Property or to come into contact with the Property; Any termite infestation and any damage to the Property and/or improvements caused by wood-destroying organisms or fungi; any prior mineral reservations or conveyances, together with release of damages, of minerals of every kind and character, including but not limited to, oil, gas, sand, and gravel in, on, and under the Property; and any applicable restrictive covenants, conditions and easements; rights or claims of parties in possession not shown in public records, encroachments, overlaps, variations in area or measurements, boundary line disputes, roadways, and matters not of records, including lack of access, which would be disclosed by an accurate up to date survey and inspection of the Property; Reservations contained in the Patent from the United States of America for mining, agriculture, manufacturing, or other purposes as may be recognized and acknowledged by the local customs, laws and decisions of courts; Any EIFS (Exterior Insulating Finishing System) and/or dryvit on the Property or improvements; Reservations contained in the Patent from the United States of America; Restrictions upon the use of the Property and/or improvements not appearing in the chain of title to the Property; Municipal improvements, assessments and fire district dues against the Property, if any; Building lines, rights of ways, easements, restrictions, reservations, and conditions if any; Title to oil, gas, minerals within and underlying the Property, together with all oil and mining rights and other rights, privileges, 20 foot building set back line from Saddle run Circle and 10 foot utility easement within said building set back lines as shown on recorded map in the Probate Office for Shelby County, Alabama; Transmission line permits to Alabama Power Company, as recorded in Deed Book 112, Page 49, and Deed Book 244, Page 672, in the Probate Office for Shelby County, Alabama; Easements to Alabama Power Company, as recorded in Deed Book 101, Page 551, Deed Book 263, Page 48, and Real Record 145, Page 705, in the Probate Office for Shelby County, Alabama; Right of way to South and North Alabama Railroad as recorded in Deed Book 37, Page 415, in the Probate Office for Shelby County, Alabama; Right of way to Shelby County as recorded in Deed Book 135, Page 364, in the Probate Office for Shelby County, Alabama; Title to minerals underlying the Property with mining rights and privileges belonging thereto as shown in deed recorded in Deed Book 66, Page 270, in the Probate Office for Shelby County, Alabama; Utility Easement to the City of Pelham, recorded in Real Record 111, Page 681, and vacated in Real Record 141, Page 605, in the Probate Office for Shelby County, Alabama; Rights acquired by Alabama Power Company by condemnation shown in Lis Pendens Record 5, Page 265, in the Probate Office for Shelby County, Alabama; Restrictions as recorded in Real Record 144, Page 124, together with rights assigned by instrument recorded in Real Record 319, Page 551, and amended restrictions as recorded in Instrument #1997-32801, and Instrument #1998-00100, in the Probate Office for Shelby County, Alabama; Agreement as to underground cables as recorded in Real Record 145, Page 712, in the Probate Office for Shelby County, Alabama; Transmission line permit to Alabama Power Company and South Central Bell, as recorded in Real Record 157, Page 579, in the Probate Office for Shelby County, Alabama; A 10' Utility easement across the North side of the Property; The Property having a 20' building line on the front (north) side of the Property; The Property does not necessarily abut the 50' right-of-way of Saddle Run Circle; The Property being located in Zone 'X' undated, according to FIRM Community Panel No. 010193 0204, City of Pelham, Shelby County, Alabama, dated September 29, 2006; Residences in the area where the Property is located are located near natural underground springs which cause the nearby homes to intermittently flood; Grantee releasing and indemnifying Grantor, Grantor's officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including attorneys' fees), relating to the presence of radon gas, asbestos, mold, toxic, hazardous, or other environmentally dangerous substances in, or, or about the Property, which claim is made by Grantee, or any person Grantee allows to reside in or about the Property or to come into contact with the Property; The Property, improvements, fixtures, equipment and any personal property subject to and on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis, without any warranties, express or implied, arising by operation of law, including, without limitation, condition, habitability, merchantability, or fitness for a particular purpose, saving and excepting only the limited warranty herein; and, Subject further to all exceptions specified in the Contract, the Counteroffer or any amendment thereto.



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