

This Instrument Prepared By:

Send Tax Notice To:

Mary Thornton Taylor, Esq.
3570 Grandview Parkway, Suite 100
Birmingham, Alabama 35243

Meghan R. Knight
Joseph D. Cole
243 Creekside Lane
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 08/14/2009
State of Alabama
Deed Tax : \$3.50

**STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of One Hundred Seventy Two Thousand and no/100 Dollars (\$172,000.00) to the undersigned **THORNTON NEW HOME SALES, INC.**, an Alabama corporation ("Grantor"), in hand paid by **MEGHAN R. KNIGHT AND JOSEPH D. COLE** ("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 198, according to the Final Subdivision Plat of Holland Lakes, Sector 3 as recorded in Map Book 37 Page 85 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 filed for record as Instrument No. 20050425000196100 in the Probate Office of Shelby County, Alabama, as amended from time to time (collectively, the "Declaration").

\$168,884.00 of the consideration as was paid from the proceeds of a mortgage loan.

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) Incorporated herein by reference in their entirety, the easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration recorded in said Probate Office as Instrument No. 20050425000196100, as amended from time to time, and in Map Book 37page 85 recorded in said Probate Office; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and for their successors and assigns, that Grantor shall not be liable for and Grantees hereby waive and release and forever discharge Grantor, its officers, agents, employees, directors, shareholders, partners, 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 Grantees 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,



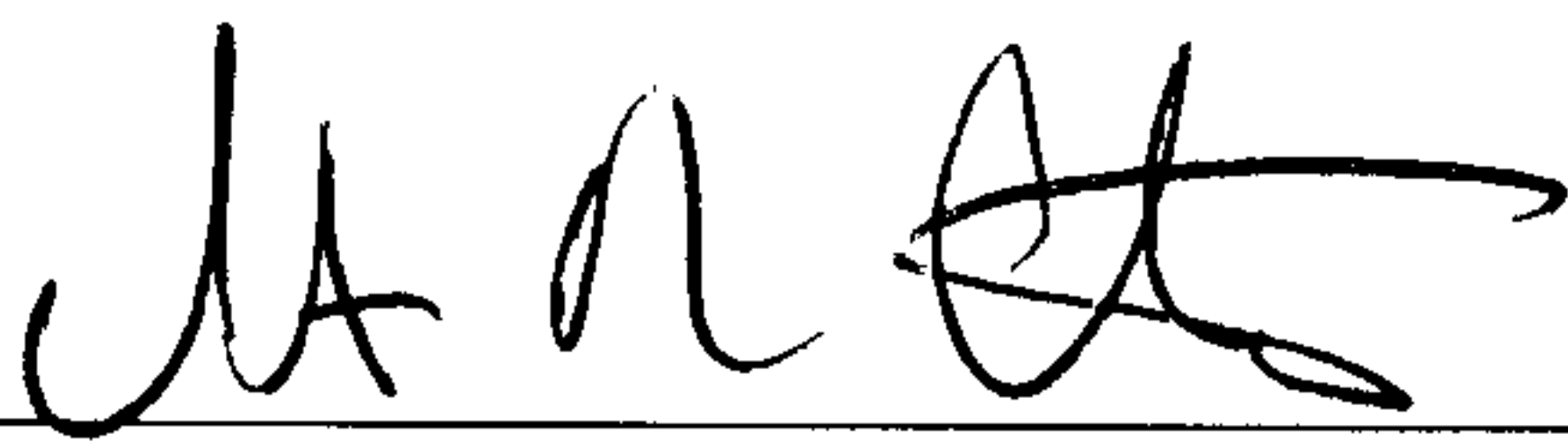
20090814000313160 2/2 \$17.50
Shelby Cnty Judge of Probate, AL
08/14/2009 09:51:59 AM FILED/CERT

radon, sinkholes, underground mines, tunnels, limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

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 28th day of July, 2009.

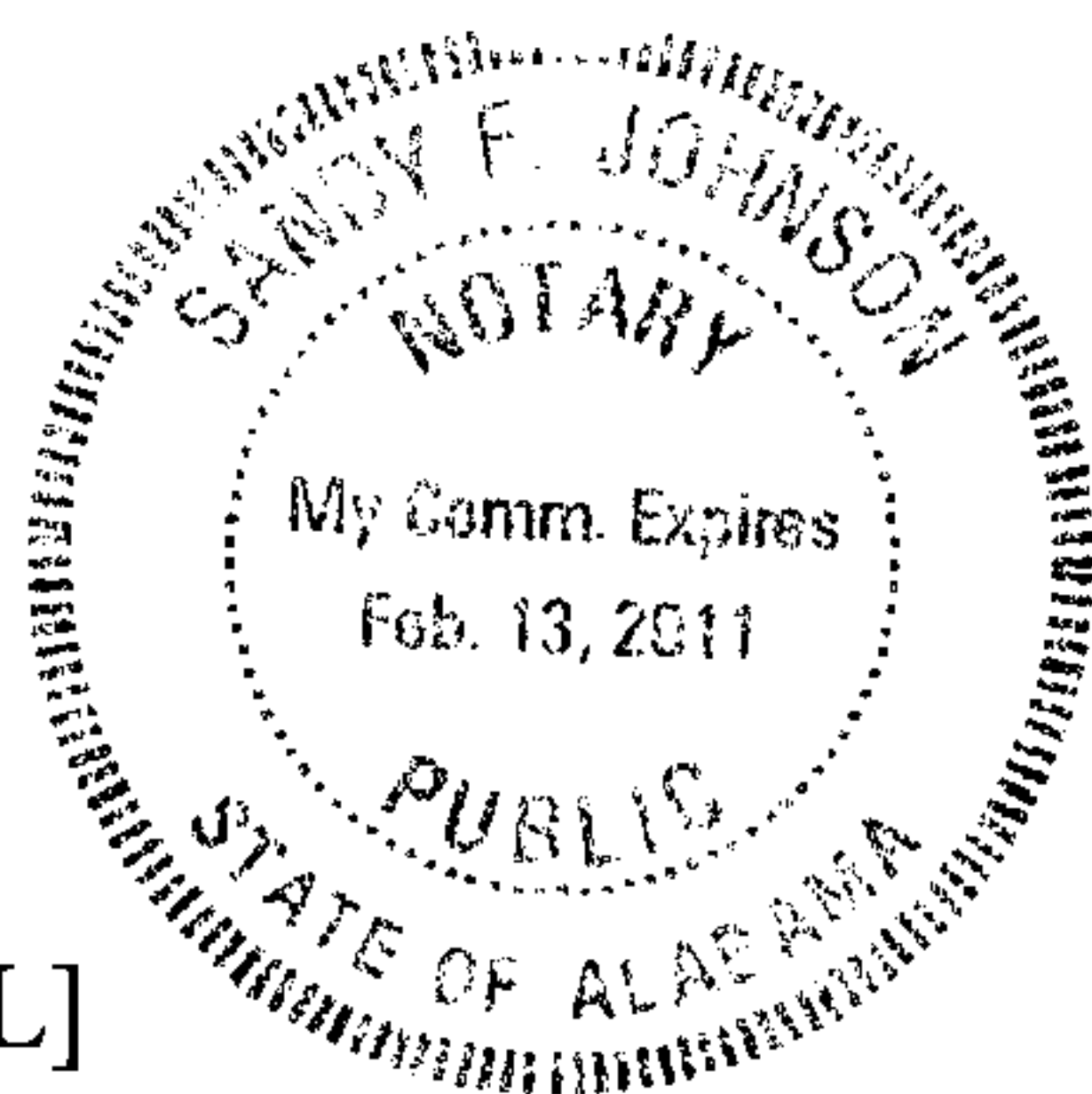
THORNTON NEW HOME SALES, INC., AN
ALABAMA CORPORATION

By: 
STEVEN R. CHESTER
VICE PRESIDENT

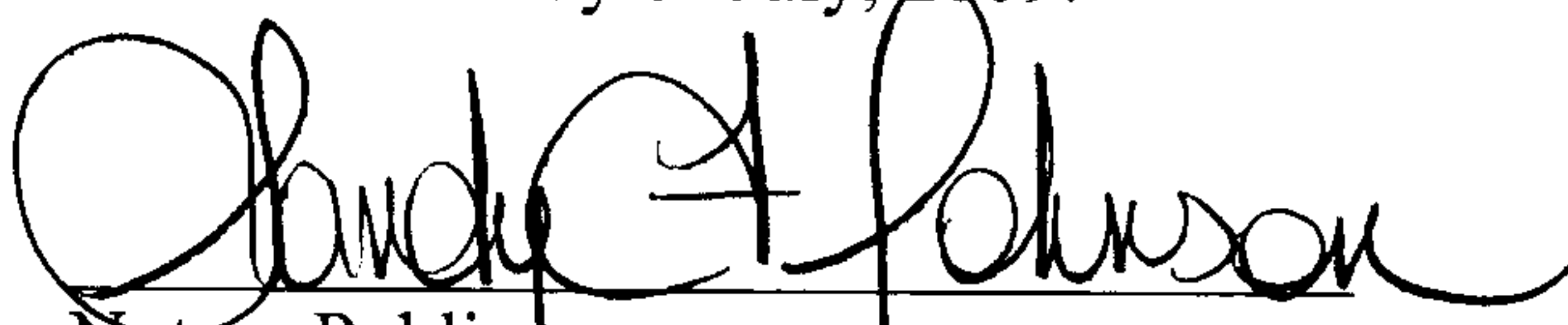
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 28th day of July, 2009.



[SEAL]


Notary Public
My Commission Expires: _____