

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Parade Home Builders, Inc.
2057 Valleydale Road, Suite 200
Birmingham, AL 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT pursuant to the right to repurchase reserved in that certain deed recorded in Instrument 20060315000121090 in the Probate Office of Shelby County, Alabama, and in consideration of One Hundred Thirty-Nine Thousand and No/100 (\$139,000.00) Dollars to the undersigned grantors, John L. Mitchell and wife, Joyce C. Mitchell, in hand paid by Parade Home Builders, Inc., the receipt whereof is hereby acknowledged, the said John L. Mitchell and wife, Joyce C. Mitchell (referred to herein as "Grantors"), do by these presents, grant, bargain, sell and convey unto the said Parade Home Builders, Inc. (herein referred to as "Grantee") the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 39, according to the Survey of Southlake, First Addition, as recorded in Map Book 14, at Page 31, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TITLE IS SUBJECT TO:

1. Current taxes.
2. Building set back line of 50 feet reserved from Southlake Parkway and Swann Cove as shown by plat.
3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument recorded in Deed Book 104, Page 213, in Probate Office.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 259, Page 635, in Probate Office.
5. Declaration of Protective Covenants of Southlake (Residential) as set out in instrument recorded in Real 160, Page 495, in Probate Office.
6. Notice of Permitted Land Uses as set out in instrument recorded in Real 160, Page 492, in Probate Office.
7. Restrictions, covenants, and conditions as set out in Real 257, Page 3, including restrictions as to ingress and egress by any street that is over and upon what is now dedicated and known as Southlake Parkway.
8. Agreement regarding ownership, maintenance and use of lake in Misc. Book 7, Page 777, as to the use of the lake property.
9. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions, or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Real 257, Page 3, in Probate Office.
10. Restrictions, covenants and conditions as set out in instrument(s) recorded in Misc. Book 2, at Page 298; Misc. Book 16, at page 768; Real 257, at Page 3; and Map Book 14, at Page 31, in Probate Office.
11. Agreement with Alabama Power Company as to underground cables recorded in Real 290, at Page 996, and covenants pertaining thereto recorded in Real 364, at Page 395, and Real 160, at Page 672, in the Probate Office.
12. Flood easement in Deed Book 284, at Page 881, in Probate Office.
13. Easements as shown by recorded plat, including 10 feet easement and an irregular easement on the Southwesterly side of the land.
14. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced by deed(s) recorded in Inst. 1996-39104 and Real 313, at Page 676, Inst. #1997-35864 and Inst. # 20060315000121090, in the Probate Office.
15. Any minerals or mineral rights leased, granted or retained by prior owners.



\$104,250.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this

the 1 day of September 2009.

WITNESSES:

Mia Daudet
Mia Daudet

John L. Mitchell
John L. Mitchell
Joyce C. Mitchell
Joyce C. Mitchell

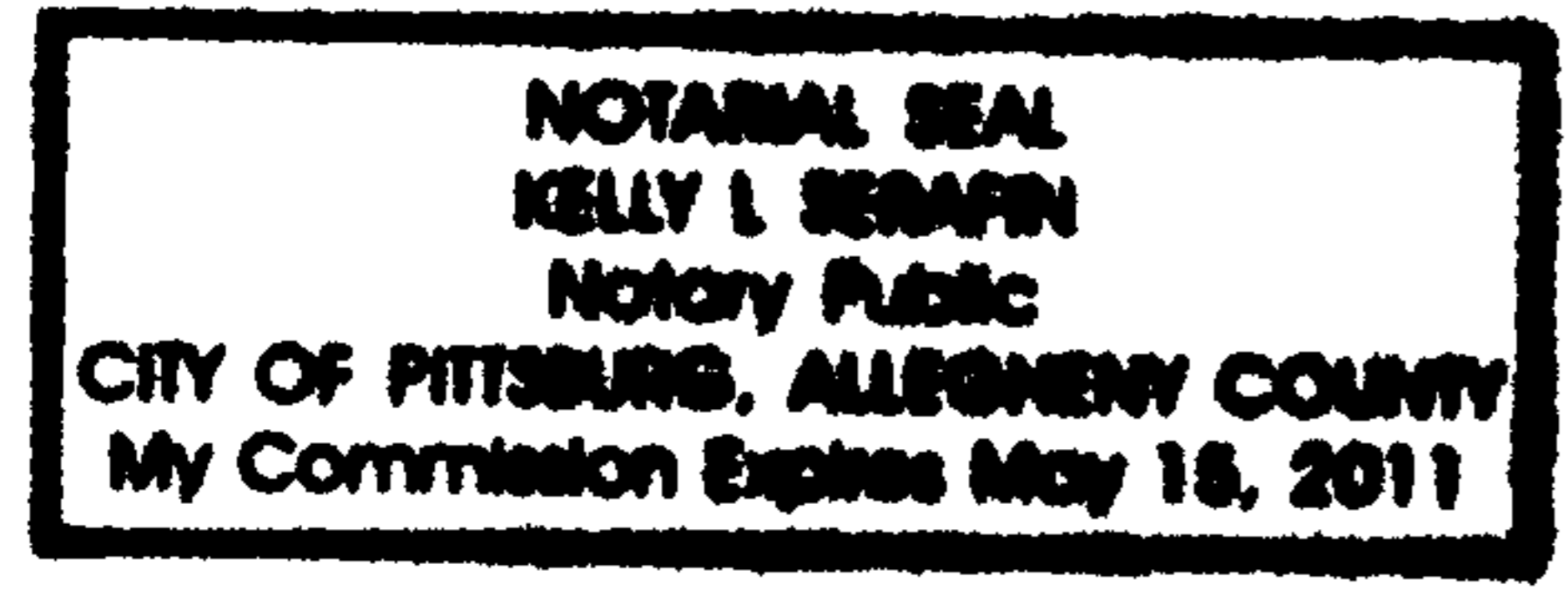
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John L. Mitchell and wife, Joyce C. Mitchell, 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 on the day the same bears date.

Given under my hand and seal this 1 day of September 2009.

Kelly L. Serafin
Notary Public

My Commission Expires: 5/15/2011



Deed Tax : \$35.00