

This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.  
3595 Grandview Parkway #645  
Birmingham, Alabama 35243  
NTC0900340

Kimberly A. Sutton  
422 Holland Lakes Drive N.  
Pelham, AL 35124

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

### STATUTORY WARRANTY DEED

**KNOW ALL PERSONS BY THESE PRESENTS**, that in consideration of One Hundred Fifty-Nine Thousand and No/100 Dollars (\$159,000.00) to the undersigned THORTNTON NEW HOME SALES, INC., an Alabama corporation ("Grantor"), in hand paid by KIMBERLY A. SUTTON ("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 12, according to the Final Plat of Holland Lakes, Sector 1 as recorded in Map Book 34 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 Place Declaration of Covenants, Conditions, and Restrictions executed by the Grantor and filed for record as Instrument No. 20050426000199570 and Instrument #20050425000196100 in the Probate Office of Shelby County, Alabama (the "Declaration").

\$117,928.00 of the Consideration was paid from the proceeds of a mortgage loan.

#### **THORNTON NEW HOME SALES, INC. AS SUCCESSOR 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 34 page 85 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



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Shelby Cnty Judge of Probate, AL  
09/24/2009 12:57:12 PM FILED/CERT

IN WITNESS WHEREOF, the said THORNTON NEW HOME SALES, INC., an Alabama corporation, by its , Vice President, Mary T. Thornton who is authorized to execute this conveyance, has hereto set her signature and seal, this the 18th day of September, 2009.

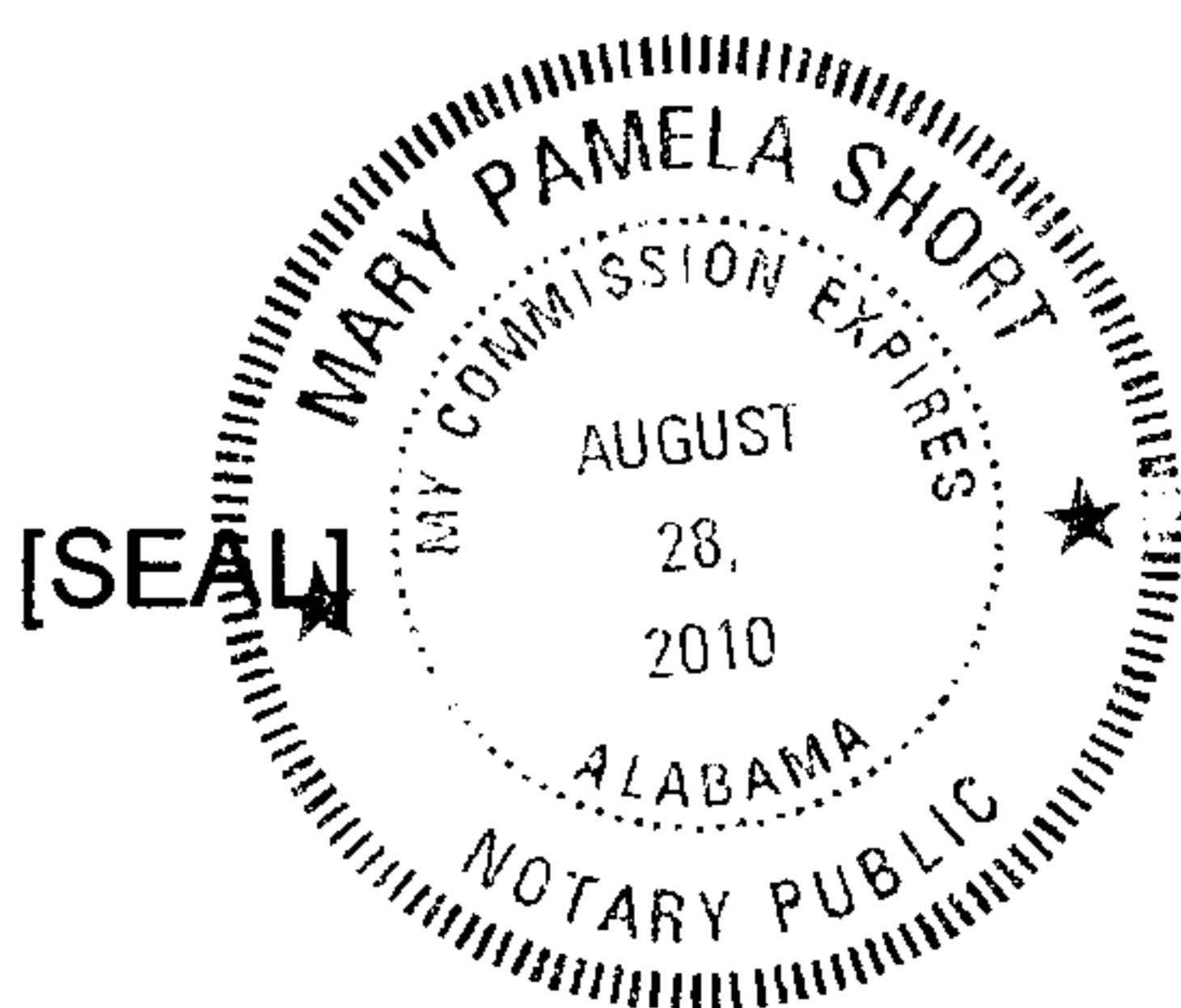
THORNTON NEW HOME SALES, INC., AN  
ALABAMA CORPORATION

By: Mary T Taylor  
MARY T. TAYLOR  
VICE PRESIDENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that MARY T. TAYLOR, 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 18th day of September, 2009.



Notary Public Mary Pamela Short  
My Commission Expires: 8/28/10

Shelby County, AL 09/24/2009  
State of Alabama  
Deed Tax : \$41.50