20091012000385580 1/2 \$17.00 Shelby Cnty Judge of Probate, AL 10/12/2009 02:37:20 PM FILED/CERT

This Instrument Prepared By:

Stewart & Associates, P.C. 3595 Grandview Parkway #645 Birmingham, Alabama 35243 NTC0900319

Send Tax Notice To:

Amanda M. Alldredge 442 Hollalnd Lakes Dr. 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 Nine Hundred and No/100 Dollars (\$159,900.00) to the undersigned THORNTON NEW HOME SALES, INC., an Alabama corporation ("Grantor"), in hand paid by Amanda M. Alldredge ("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 22, according to the Final Plat of Holland Lakes, Sector Two, Phase One, as recorded in Map Book 36, Page 8, in the Probate Office of Shelby County, Alabama.

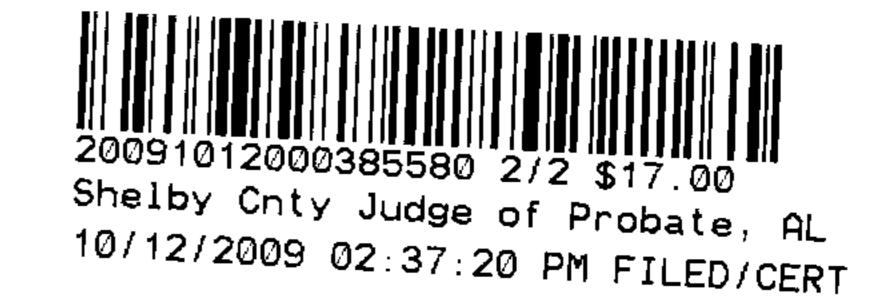
Together with the nonexclusive easement to use the Common Areas as more particularly described in Holland Place Declaration of Covenants, Conditions, and Restrictions executed by the Grantor and filed for record as Instrument No. 20050426000199570 and amended in Instrument No. 20070312000109060 in the Probate Office of Shelby County, Alabama (the "Declaration" which is incorporated herein by reference in its entirety).

\$157003.00 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 36 page 8 and Instrument No. 20050426000199570 and amended in Instrument No. 20070312000109060 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 deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

IN WITNESS WHEREOF, the said THORNTON NEW HOME SALES, INC., an Alabama corporation, by its, Vice President, Mary T. Taylor who is authorized to execute this conveyance, has hereto set its signature and seal, this the 25th day of September, 2009.

> THORNTON NEW HOME SALES, INC., AN **ALABAMA CORPORATION**

Mary T. Taylor VICE PRESIDENT

Shelby County, AL 10/12/2009

State of Alabama Deed Tax : \$3.00

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 25th day of September, 2009.

Notary Public My Commission Expires:

[SEAL]