

**This instrument prepared by:**  
Mary Thornton Taylor, Esquire  
3570 Grandview Parkway, Suite 100  
Birmingham, Alabama 35243

**Send tax notice to:**  
Margaret R. Hardin  
231 Chesser Plantation Lane  
Chelsea, Alabama 35043

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**

Shelby County, AL 10/22/2009  
State of Alabama  
Deed Tax : \$198.50

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Ninety Eight Thousand Five Hundred and no/100 Dollars (\$198,500.00) to the undersigned **Thornton New Home Sales, Inc.**, an Alabama corporation ("Grantor"), in hand paid by **Margaret R. Hardin** ("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 6 according to the Amended Survey of Chesser Plantation, Phase I, Sector 1, as recorded in Map Book 31, Page 21 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

**TOGETHER WITH** the nonexclusive easement to use the Common Areas as more particularly described in the Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20020306000107881 in the Probate Office of Shelby County, Alabama, as amended by the First Amendment thereto recorded as Instrument # 20070515000227970 in said Probate Office and as may be further amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration" which is incorporated herein by reference in its entirety).

**Title is vested in Thornton New Home Sales, Inc., as survivor in its merger with Chesser Plantation, Inc.**

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2010 and all subsequent years thereafter;
- (2) Mineral and mining rights not owned by Grantor;
- (3) Municipal improvements, assessments and fire district dues against subject property, if any;
- (4) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 31 page 21 A & B as recorded in said Probate Office; and
- (5) 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, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for 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.

**TO HAVE AND TO HOLD** unto the said Grantee, her successors and assigns forever.

**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 19th day of October, 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, she, 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 19th day of October, 2009.

[Signature]  
Notary Public

[SEAL]  
My Commission Expires: 10/29/11