

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
Five Riverchase Ridge
Birmingham, Alabama 35244

KYLE A. STOKES
203 RIVER OAKS DRIVE
HELENA, AL 35080

STATE OF ALABAMA
COUNTY OF SHELBY

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

Know All Men by These Presents: That in consideration of SEVENTY THOUSAND DOLLARS 00/100 (\$70,000.00) DOLLARS to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC**, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **KYLE A. STOKES and ELIZABETH B. STOKES**, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **Shelby County, Alabama**, to-wit:

Lot 757, according to the Final Plat of Riverwoods, Seventh Sector Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2009 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2010.**
2. **25 FOOT MINIMUM BUILDING SETBACK LINE FROM RIVER OAKS DRIVE AND FROM CEDAR HOLLOW CIRCLE AND RUNNING ALONG THE REAR LOT LINE, 25 FOOT STORM SEWER EASEMENT RUNNING ALONG THE REAR LOT LINE, 15 FOOT STORM SEWER EASEMENT RUNNING THRU THE LOT AND RUNNING ALONG THE SOUTHERLY LOT LINE AND A 15 FOOT FORCE MAIN EASEMENT RUNNING ALONG THE WESTERLY LOT LNE AS SHOWN BY RECORDED MAP.**
3. **TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, TOGETHER WITH ANY RELEASE OF LIABILITY FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS AS RECORDED IN REAL 112, PAGE 876, CORRECTED IN REAL 328, PAGE 1, IN REAL BOOK 247, PAGE 599, AMENDED IN REAL BOOK 247, PAGE 636, REAL 370, PAGE 923 AND IN INST. NO. 2000-31941.**
4. **LESS AND EXCEPT ANY PORTION OBTAINED BY OR CONVEYED TO ALABAMA POWER COMPANY BY AND THROUGH CONDEMNATION PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE NO. 28-57.**
5. **UNRECORDED SEWER SERVICE AGREEMENT BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, CITY OF HELENA, ALABAMA AND THE UTILITIES BOARD OF THE CITY OF HELENA DATED NOVEMBER 22, 1999 AS ASSIGNED TO RIVER OAKS**

PROPERTIES, LLC BY THE UNRECORDED ASSIGNMENT OF SEWER SERVICE AGREEMENT.

- 6. RESTRICTIVE COVENANTS AND GRANT OF LAND EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INST. NO. 20050801000383330.**
- 7. RELEASE OF DAMAGES AS RECORDED IN INST. NO. 2000-31940, INST. NO. 2000-36466 AND IN INST. NO. 20060619000290810.**
- 8. RIGHT OF WAY TO SOUTHERN NATURAL GAS AS RECORDED IN INST. NO. 2001-54741.**
- 9. EASEMENT TO BELLSOUTH AS RECORDED IN INST. NO. 20051012000530710.**
- 10. TERMS AND CONDITIONS OF UNRECORDED LEASE DATED 12/01/92 BY AND BETWEEN WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP AND DANIEL JOHNS AS ASSIGNED BY UNRECORDED ASSIGNMENT OF LEASE BY WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP TO RIVER OAKS PROPERTIES, LLC.**
- 11. EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INST. NO. 20040102000000380 AND IN INST. NO. 20040102000000390.**
- 12. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS, COVENANTS, CONDITIONS, RIGHT, PRIVILEGES, IMMUNITIES AND LIMITATIONS, AS RECORDED IN INST. NO. 20070525000245750.**
- 13. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN INST. NO. 2002-7338, AND BY-LAWS AS RECORDED IN INST. NO. 20020731000356170, INST. NO. 20061025000526430 AND INST. NO. 20070917000435160.**

\$344,490.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

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.



20100701000209600 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
07/01/2010 09:21:38 AM FILED/CERT

IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC** , has hereunto subscribed his/her/their name on this the 14th day June of 2010.

RIVERWOODS PROPERTIES, LLC

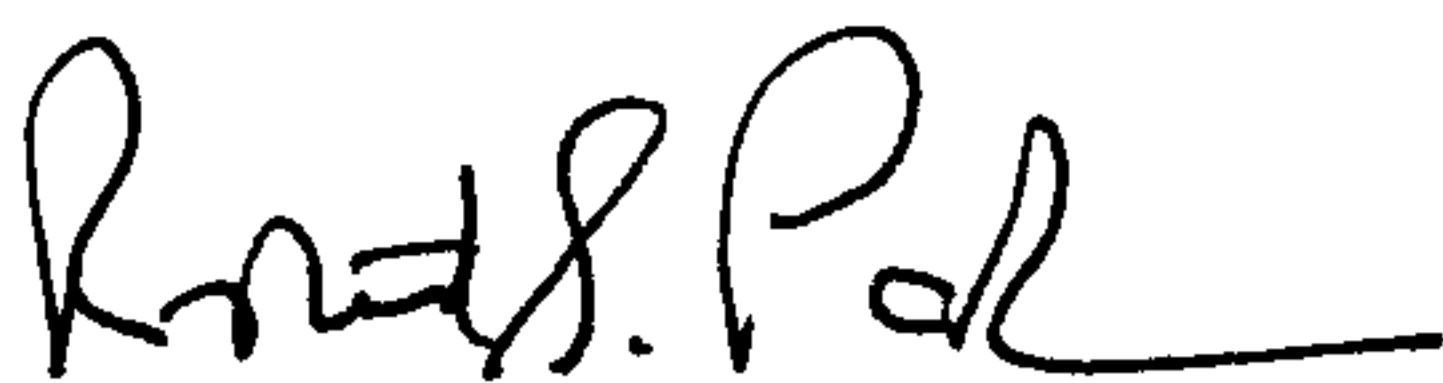
KENDALL ZETTLER
VP OF PZ, INC MANAGING MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER**, whose name as **VP OF PZ, INC MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 14th day June of 2010.



Notary Public

My commission expires: 7/16/10

