

This document prepared by:  
Stuart Y. Johnson  
Stuart Y. Johnson, LLC  
1000 Providence Park, Ste. 200  
Birmingham, AL 35242

Send Tax Notice To:  
Matthew T. Merrick

3068 Eagle Ridge Lane  
Birmingham, AL 35242

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA)  
SHELBY COUNTY )

Mortgage Amount: \$210,613.00

**KNOW ALL PERSONS BY THESE PRESENTS:**

That in consideration of Two Hundred Thirteen Thousand Four Hundred Fifty and No/100 Dollars (\$213,450.00) to the undersigned GRANTOR(S) in hand paid by the GRANTEE(S) herein, the receipt of which is hereby acknowledged,

**THE LORRIN GROUP, LLC** (herein referred to as GRANTOR(S)),

does hereby grant, bargain, sell and convey unto

**MATTHEW TODD MERRICK** (herein referred to as GRANTEE(S), the following described real estate situated in Shelby County, Alabama:

Lot 17, according to the Survey of The Hills at Brookhighland, as recorded in Map Book 37, Page 105, in the Probate Office of Shelby County, Alabama.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

(\$210,613.00 of the above consideration was paid from a purchase money mortgage filed simultaneously herewith)

This conveyance is subject to:

1. Ad valorem taxes for the 2010 tax year and all subsequent years;
2. Building lines, restrictions, and easements as shown on recorded map;
3. Easement to Alabama Power Company recorded in Real 220, page 521; Real 220, page 532 and Real 207, page 380, in the Probate Office of Shelby County, Alabama;
4. Mineral and mining rights and rights incident thereto recorded in Deed Book 28, page 581; Deed Book 235, page 552; Deed Book 121, page 294; Deed Book 327, page 553 and Deed Book 107, page 989 in said Probate Office;
5. Reciprocal Easement Agreement recorded in Real 125, page 249 and Real 199, page 18 in said Probate Office;

6. Declaration of Covenants, conditions and restrictions as recorded in Real 307, page 950 and 1<sup>st</sup> Supplement recorded in Instrument 1998-40199 in said Probate Office;
7. Easement to Alabama Gas Company recorded in Real 170, page 59 in said Probate Office;
8. Slope Easement recorded in Instrument 2001-2175 in said Probate Office;
9. Declaration of Protective Covenants as recorded in Real 194, page 54 and Instrument 1993-26958 in said Probate Office;
10. Sanitary Sewer Easement recorded in Real 194, page 1; Real 194, page 43 and Real 107, page 968 in said Probate Office;
11. Agreement for electrical service recorded in Real 306, page 119 in said Probate Office;
12. Restrictions or covenants appearing of record in Instrument 20040512000249230

This conveyance is made with the express reservation and condition that Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby forever release and forever discharge Grantor from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of, past, present, or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines, subsurface waters, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantees acknowledge that they have made their own independent inspections and investigations of the subject property and are purchasing the subject property in reliance upon such inspections and investigations. For purposes of this paragraph, Grantor shall mean and refer to the members, managers, agents, employees, successors, assigns, members, owners, partners, officers and contractors of Grantor and any successors and assigns of Grantor.

The Grantor covenants and agrees that it is executing this Statutory Warranty Deed in accordance with the Articles of Organization and Operating Agreement of The Lorrin Group, LLC, which have not been modified or amended.

To Have and To Hold, To the Grantee(s), his heirs and assigns of forever.

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20100706000214170 2/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3<sup>rd</sup> day of June, 2010.

GRANTOR(S)

THE LORRIN GROUP, LLC

BY: John T. Bistriz

PRINTED NAME: JOHN T. BISTRITZ

ITS: MEMBER

STATE OF ALABAMA )  
COUNTY OF SHELBY )

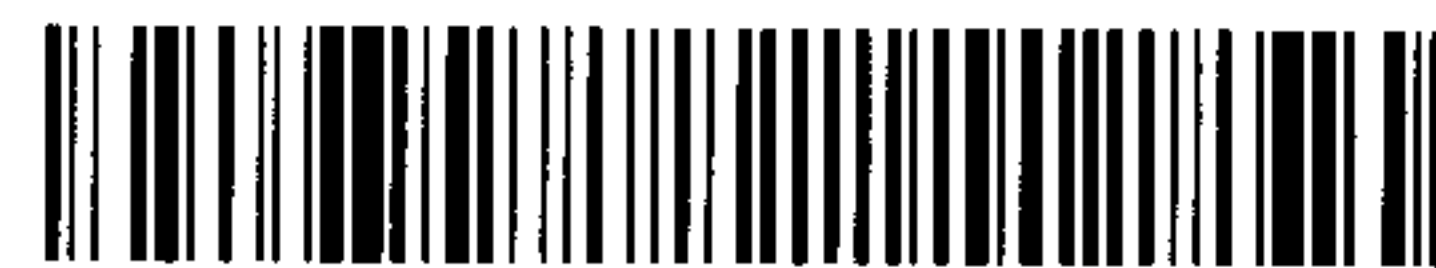
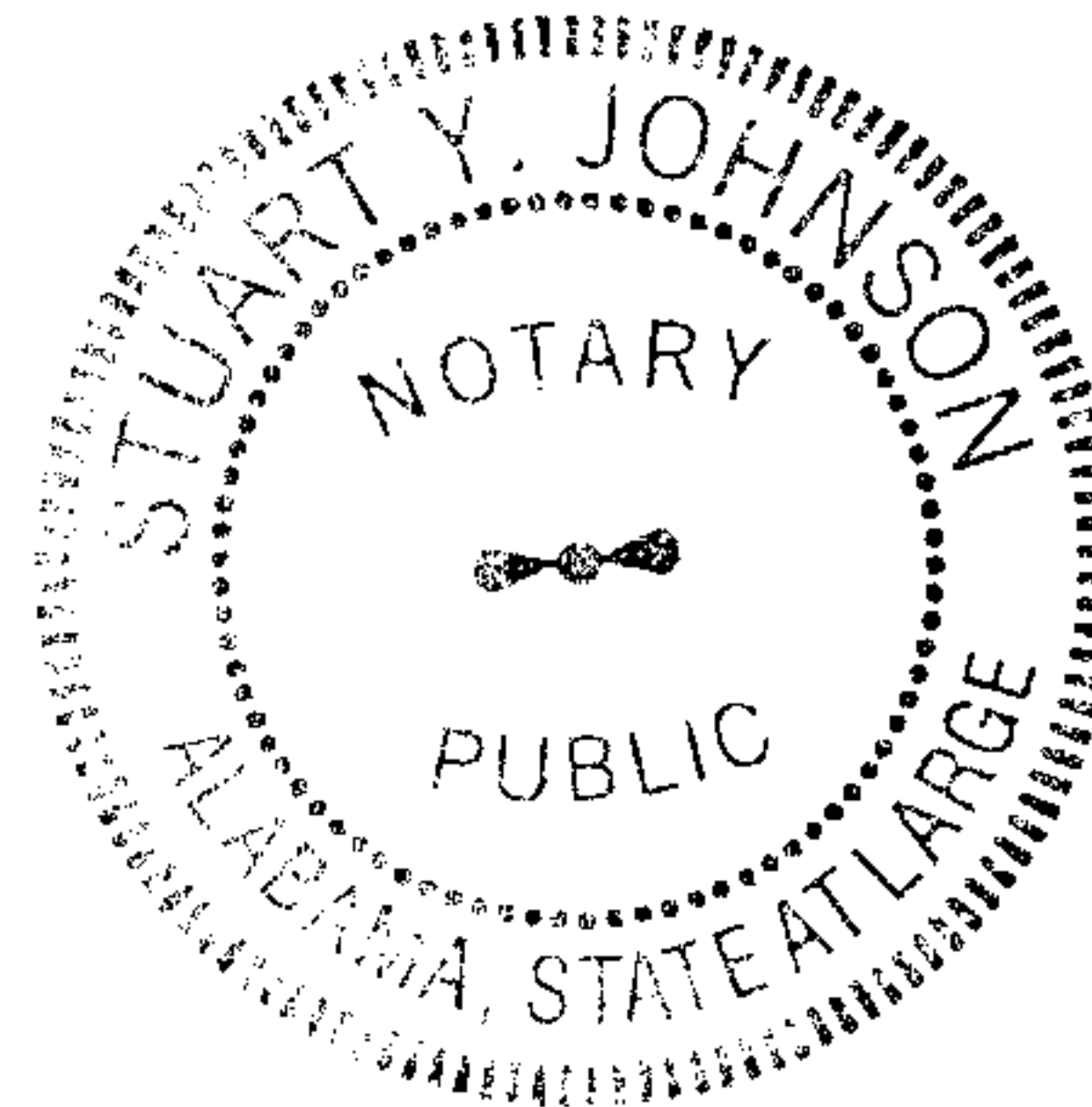
Deed Tax : \$3.00

I, Stuart Y. Johnson, a Notary Public in and for said County, and in said State, hereby certify that JOHN T. BISTRITZ, whose name as Member of THE LORRIN GROUP, 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, with such power and authority, executed the same voluntarily for and as the act of the company on the day the same bears date.

Given under my hand and seal this the 3<sup>rd</sup> day of June, 2010.

Stuart Y. Johnson  
NOTARY PUBLIC:

My commission expires: 3/6/2011



20100706000214170 3/3 \$21.00

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