

This Instrument Prepared By:

Send Tax Notice To:

Stewart & Associates, P.C.
3595 Grandview Parkway #645
Birmingham, Alabama 35243
NTC1100012

Matthew Wingate
Tanya Wingate
Karen Gordon
430 Holland Lakes Drive N.
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

Shelby County, AL 02/09/2011
State of Alabama
Deed Tax: \$23.50

**STATUTORY WARRANTY DEED
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of One Hundred Nineteen Thousand Nine Hundred and No/100 Dollars (\$119,900.00) to the undersigned THORTNTON NEW HOME SALES, INC., an Alabama corporation ("Grantor"), in hand paid by KAREN GORDON, MATTHEW WINGATE AND TANYA WINGATE ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantees, as joint tenants with rights of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 16 according to the Final Plat of Holland Lakes, Sector One 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. 2005046000199570 in the Probate Office of Shelby County, Alabama (the "Declaration").

\$96,879.00 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, 2010 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 deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.

TO HAVE AND TO HOLD, to the said Grantee, 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 Grantee 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 Grantee herein shall take as tenants in common.

IN WITNESS WHEREOF, the said THORNTON NEW HOME SALES, INC., an Alabama corporation, by its, Sales Manager, Anthony B. Birk, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 4th day of February, 2011.

THORNTON NEW HOME SALES, INC., AN
ALABAMA CORPORATION

By: Anthony B. Birk
ANTHONY B. BIRK
SALES MANAGER

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that ANTHONY B. BIRK, whose name as SALES MANAGER 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 4th day of February, 2011.

Notary Public [Signature]
My Commission Expires: _____

[SEAL]

