

**THIS INSTRUMENT WAS PREPARED BY:**

Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

**SEND TAX NOTICE TO:**

James W. Shaw and Margaret E. Shaw  
204 Biltmore Drive  
Birmingham, Alabama 35242

**STATE OF ALABAMA     }**  
**:**  
**COUNTY OF SHELBY    }**

**SPECIAL WARRANTY DEED**

Know all men by these presents, that for and in consideration of **Twenty Five Thousand Seven Hundred and No/100 Dollars** (\$27,500.00) and other good and valuable consideration in hand paid to **Compass Bank**, an Alabama banking corporation (hereinafter referred to as "Grantor") by **James W. Shaw and Margaret E. Shaw**, (hereinafter referred to as "Grantees") the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents grant, bargain, sell and convey unto the said Grantees, as joint tenants with right of survivorship, the following described real estate situated in **Shelby County, Alabama**, (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining:

**Lot 21, according to the Survey of Habersham Place, as recorded in Map Book 37, Page 1A & 1B, in the Probate Office of Shelby County, Alabama.**

This conveyance is subject however, to the following:

1. Ad valorem taxes for 2011 and subsequent years not yet due and payable until October 1, 2011.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights of way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.


"AS IS" and "WHERE IS", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, concerning the Property or this conveyance from or on behalf of Grantor;

To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.

Shelby County, AL 03/16/2011  
State of Alabama  
Deed Tax: \$27.50



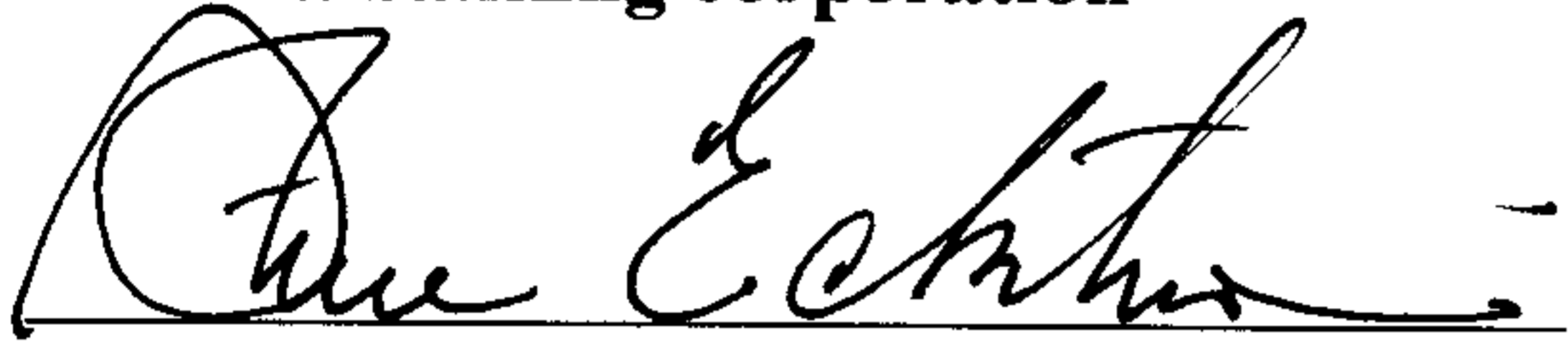
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Shelby Cnty Judge of Probate, AL  
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Grantor shall not be liable to the Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantees and Grantees' heirs, successors and assigns, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this \_\_\_\_ day of March, 2011.

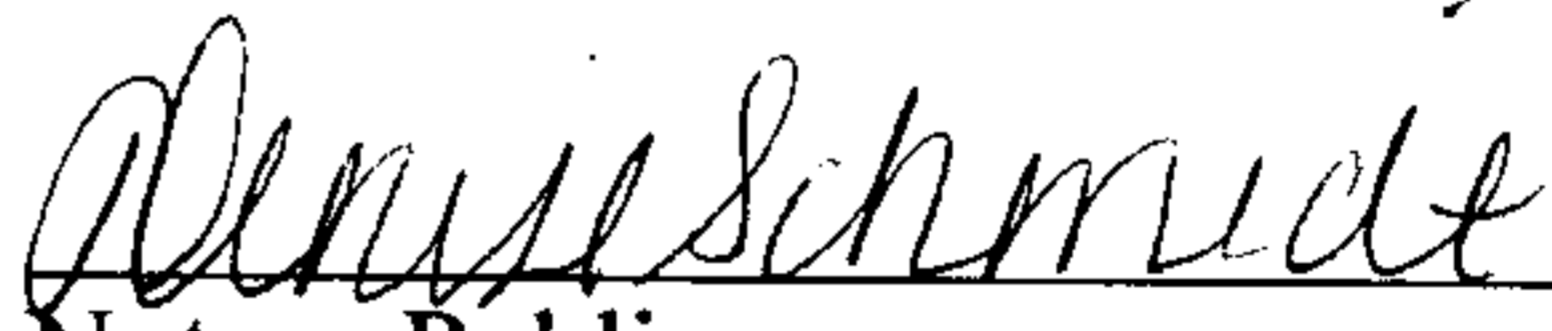
**COMPASS BANK**  
an Alabama banking corporation

By:   
Printed Name: Steve Eckstein  
Its: Vice President

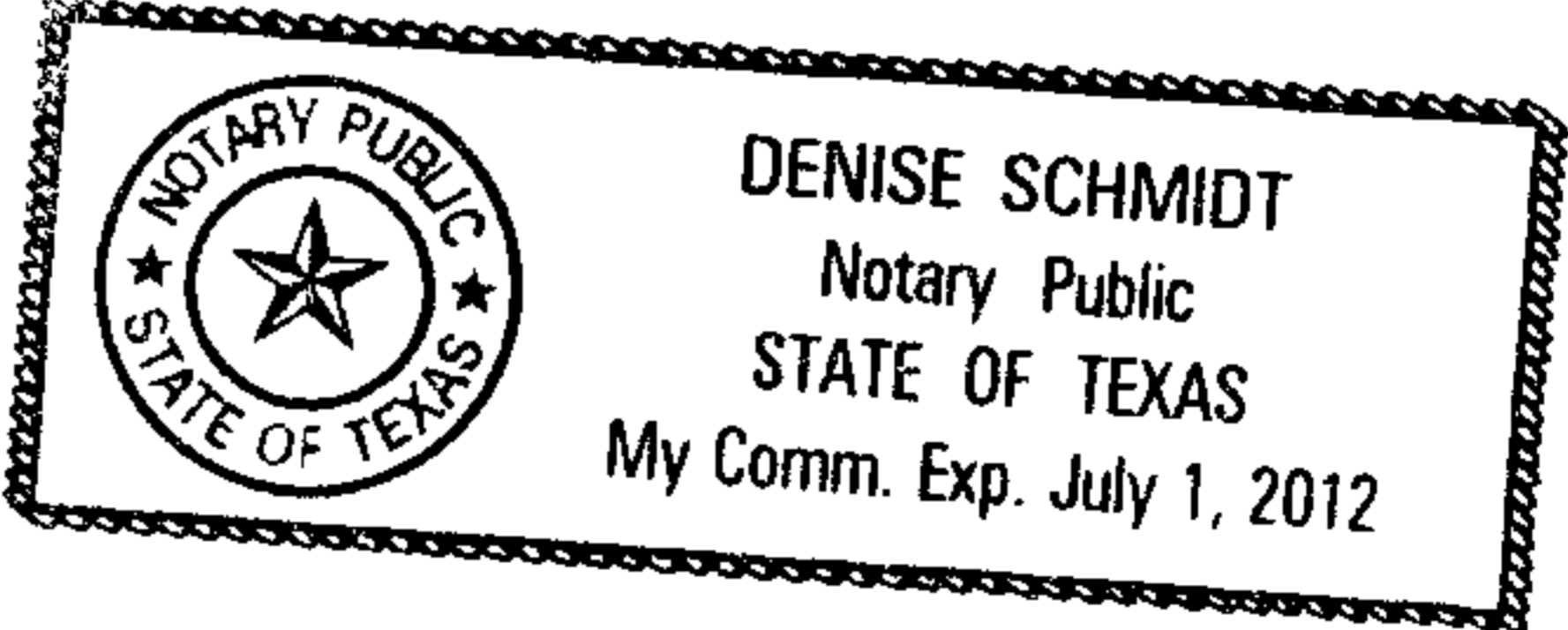
STATE OF TEXAS            }  
  :  
COUNTY OF DALLAS       }


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Eckstein, whose name as Vice President on behalf of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity 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 of office this the   1   day of March, 2011.

  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



  
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