

This instrument was prepared by:

Stuart J. Garner, LLC
2012 Lancaster Road
Homewood, AL 35209

Send Tax Notice To:

Wesley Ryan Haisten &
Elizabeth Erin Basden
888 Narrows Point Drive
Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

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KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of One Hundred Eighty Eight Thousand dollars and Zero cents (\$188,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, **Stuart Phillips Crabtree and wife, Blair Pruitt Crabtree** (herein referred to as grantors) do grant, bargain, sell and convey unto **Wesley Ryan Haisten and Erin Elizabeth Basden** (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 3, according to the Final Plat of Narrows Point – Phase 5, recorded in Map Book 35, Page 90 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2000-9755, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the “Declaration”).

Source of Title: Inst. #20070820000392520


SUBJECT TO:

1. Transmission line permit to Alabama Power Company as recorded in Deed Book 103, Page 154; Deed Book 123, Page 420 and Deed Book 102, Page 181, in the Office of the Judge of Probate of Shelby County, Alabama.
2. Right of way to South Central Bell Telephone Company as recorded in Deed Book 324, Page 840 and Deed Book 321, Page 610, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Right of way to the State of Alabama as recorded in Deed Book 296, Page 441, in the Office of the Judge of Probate of Shelby County, Alabama.
4. Natural gas supply agreement as recorded in Inst. #2000-1818, in the Probate Office of Shelby County, Alabama.
5. Restrictions as noted on Map Book 35, Page 90 A & B, in the Probate Office of Shelby County, Alabama.
6. Restrictive covenants for the Narrows Residential as recorded in Inst. #2000-9755; 1st Amendment as recorded in Inst. #2000-17136; 2nd Amendment in Inst. #2000-36696; 3rd Amendment in Inst. #2001-38328; 4th Amendment in Inst. #20020905000424180; 5th Amendment in Inst. #20021017000508250; 6th Amendment in Inst. #20030716000450980; 7th Amendment in Inst. #20050831000450840; 8th Amendment in Inst. #20061031000537350 and 9th Amendment as recorded in Inst. #20061211000599540, in the Probate Office of Shelby County, Alabama.
7. Assignment of Developers Rights from Equine Partners, LLC to KOO, LLC as recorded in Inst. #2000-40514, in the Probate Office of Shelby County, Alabama.
8. Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Inst. #20040910000506070, in the Probate Office of Shelby County, Alabama.
9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including but not limited to gas, oil, sand and gravel in, on and under subject property.

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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

\$178,600.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.


2011060600164940 1/2 \$24.50
Shelby Cnty Judge of Probate, AL
06/06/2011 11:05:05 AM FILED/CERT

Shelby County, AL 06/06/2011
State of Alabama
Deed Tax: \$9.50

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 26th day of May, 2011.

Blair P. Crabtree (Seal)
Blair Pruitt Crabtree

Stuart P. H. (Seal)
Stuart Phillips Crabtree

STATE OF ALABAMA

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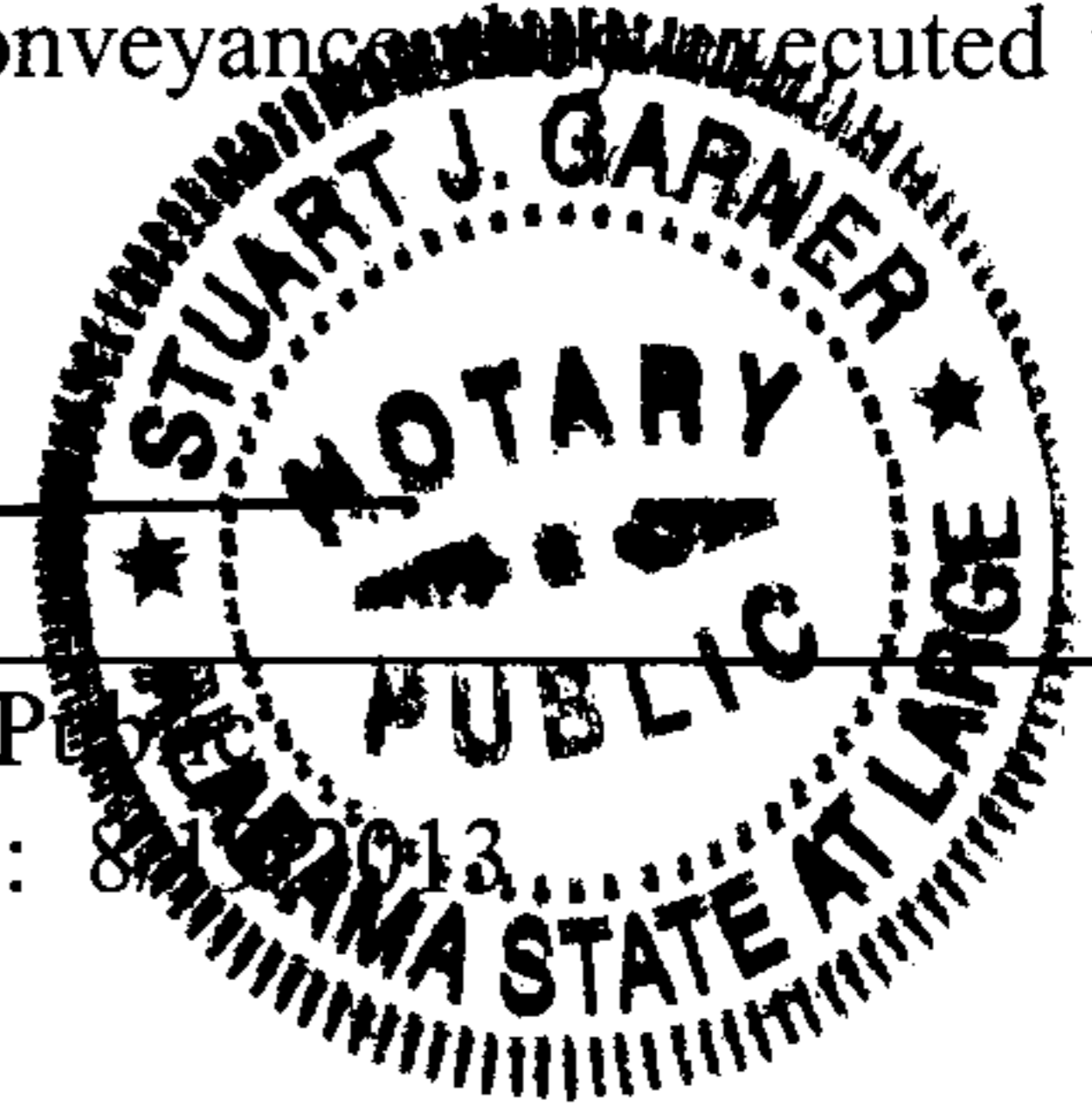
General Acknowledgment

JEFFERSON COUNTY

I, Stuart J. Garner, a Notary Public in and for said County, in said State, hereby certify that Stuart Phillips Crabtree and wife, Blair Pruitt Crabtree whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of May, 2011.

Stuart J. Garner
Stuart J. Garner, Notary Public
My Commission Expires: 8/13/2013



20110606000164940 2/2 \$24.50
Shelby Cnty Judge of Probate, AL
06/06/2011 11:05:05 AM FILED/CERT