

Send tax notice to:

JOHN MATTHEW EDGEWORTH
390 HOLLAND LAKES DRIVE SOUTH
PELHAM, AL, 35124

This instrument prepared by:
CHARLES D. STEWART, JR.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA
Shelby COUNTY

2011376

Shelby County, AL 11/03/2011
State of Alabama
Deed Tax: \$4.50

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Fifty-Nine Thousand Five Hundred and 00/100 Dollars (\$159,500.00) in hand paid to the undersigned, MARY JANE NIESEN, An Unmarried Woman (hereinafter referred to as "Grantors") by JOHN MATTHEW EDGEWORTH (hereinafter referred to as Grantees") the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 95, ACCORDING TO THE FINAL PLAT OF HOLLAND LAKES, SECTOR 1 AS RECORDED IN MAP BOOK 34, PAGE 85 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONESCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN HOLLAND LAKES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS EXECUTED BY THE GRANTOR AND FILED FOR RECORD IN INSTRUMENT 20050425000196100 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (THE "DECLARATION").

SITUATED IN SHELBY COUNTY, ALABAMA.

MARY JANE NIESEN IS THE SURVIVING GRANTEE OF DEED RECORDED IN INSTRUMENT 20060711000334300. THE OTHER GRANTEE, HARRY D. NIESEN HAVING DIED ON MAY 28, 2009.

SUBJECT TO:

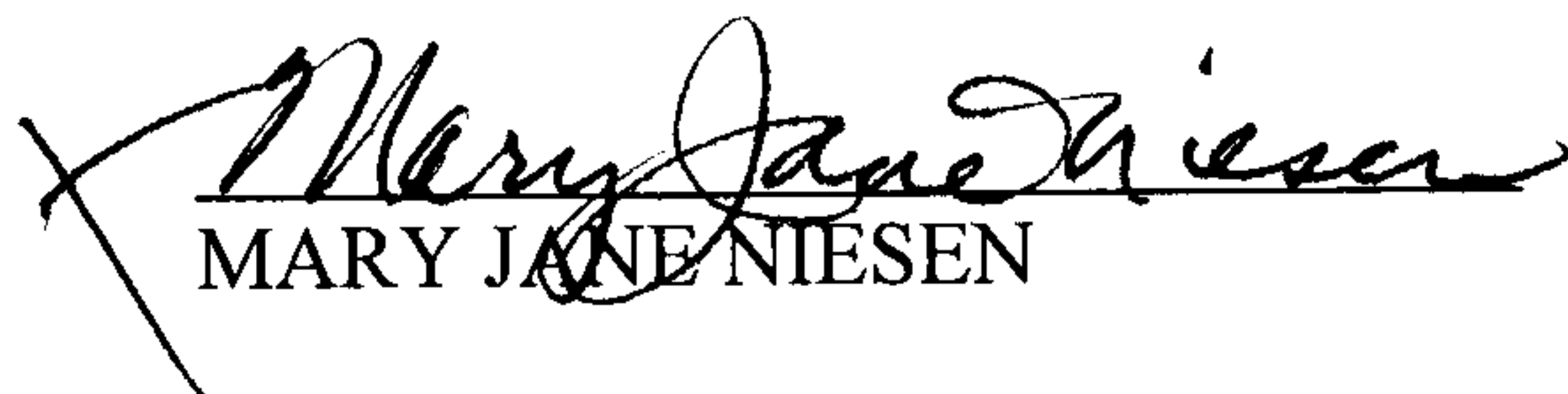
1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2010 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2011.
2. ANY RIGHTS, INTERESTS OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY RIGHTS, INTEREST OR CLAIMS AFFECTING THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN FOR SERVICES, LABOR OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY.
6. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY PRIOR OWNERS.
7. BUILDING LINES, RIGHT OF WAYGS, ASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS, IF ANY, AS RECORDED IN MAP BOOK 34, PAGE 85.
8. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS.

9. GRANTOR'S DISCLAIMER OF LIABILITY FOR SOIL, UNDERGROUND CONDITIONS, ETC.
10. EASEMENT GRANTED TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT 20040910000506170.
11. EASEMENT TO SOUTH CENTRAL BELL TELEPHONE CO.
12. EASEMENT TO CITY OF PELHAM FOR SEWER.
13. EASEMENT TO CITY OF PELHAM.
14. RIGHT OF WAY TO SHELBY COUNTY AS RECORDED IN DEED BOOK 167, PAGE 462, 465 AND 467.
15. RIGHT OF WAY TO SOUTHERN NATURAL GAS.
16. EASEMENT TO POSTAL TELEGRAPH CABLE CO.
17. EASEMENT TO AT&T.
18. AGREEMENT FOR WATER LINE EASEMENT AS SET OUT IN INSTRUMENT NO. 1993-22320.
19. TRANSMISSION LINE PERMIT TO ALABAMA POWER CO.
20. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES.

\$155,456.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

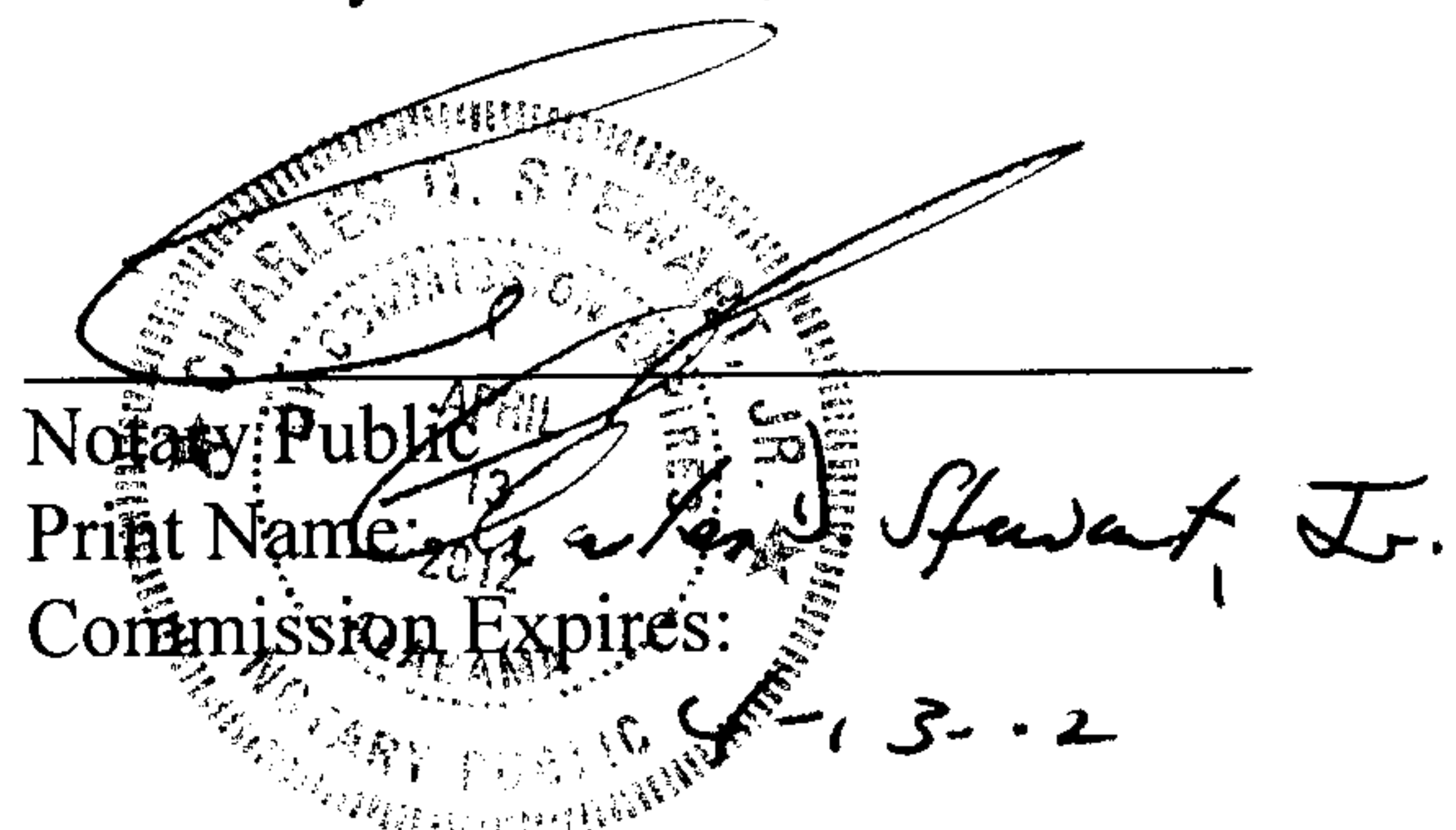
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 25th day of October, 2011.


MARY JANE NIESEN

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARY JANE NIESEN, whose name 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of October, 2011.


Notary Public
Print Name: Charles H. Stewart, Jr.
Commission Expires: 12-31-12