

**LAND TITLE COMPANY OF ALABAMA**

Prepared By:	Send tax notice to:
PRISM Title & Closing Services, Ltd. 809 Wright's Summit Parkway, Suite 200 Ft. Wright, Kentucky 41011 File No.:01200227	David T. Battles 119 Conroy Road Sterrett, AL 35147

**STATUTORY WARRANTY DEED**

State of Alabama

County of Shelby

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of \$275,000.00 Dollars to the undersigned grantor, or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, United States of America (herein referred to as grantor, whether one or more) do, grant, bargain, sell and convey unto David T. Battles and Sherri L. Battles, husband and wife (herein referred to as grantee, whether one or more), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 21 , according to the Survey of The Shires, Phase II, as recorded in Map Book 13, Page 86, in the Probate Office of Shelby County, Alabama

Being the same real property acquired by Samuel Patterson Pettagruie and Beverly S. Pettagruie by virtue of Deed Recorded in Book 268, Page 767 of the Shelby County, Alabama Records; subsequently all right, title and interest transferred to the United States of America by First Amended Order of Forfeiture as to Certain Substitute Assets as recorded in Instrument No. 20100412000109930 of the Shelby County, Alabama Records, and as further defined in a Revised Final Order of Forfeiture as to Certain Substitute Assets as recorded in Instrument # 20120222000062330 in the Shelby County Alabama records.

Grantor covenants to specially warrant the title to the property hereby conveyed against any claim or action arising from the Federal case styled "United States of America v. Edward Browning McClain and Samuel P. Pettagruie, Criminal Action No. # 2:08-CR-00196-KOB-TMP decided in United States District Court for the Northern District of Alabama, Southern Division, the Revised Final Order of Forfeiture as to Certain Substitute Assets, dated March 30, 2010 having been recorded on April 12, 2010 in the Shelby, Alabama Probate records in Instrument No. 20100412000109930, and as further defined in a Revised Final Order of Forfeiture as to Certain Substitute Assets, dated March 14, 2011, and recorded in Instrument # 20120222000062330 in the Shelby County Alabama records.

\$360,000 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.  
Exceptions to Conveyance and Special Warranty Covenants: This conveyance is subject to all easements, rights of way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters or instruments that affect the property, rights of adjoining owners in any walls, fences, docks, piers and other improvements situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines and any encroachments or overlapping of improvements. Further subject to all real property taxes and assessments due and payable after the date of this deed. Should this conveyance, Grantee's use of the property or any other cause result in assessment of additional taxes for periods prior to the date



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Shelby Cnty Judge of Probate, AL  
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hereof, such rollback taxes shall be the responsibility and liability solely of the Grantee. Grantee hereby agrees to indemnify and hold Grantor harmless of and from any suits, claims, demands, losses and liabilities arising in connection with its responsibilities and liabilities arising in connection with its responsibilities and liabilities under this paragraph.

Grantor warrants to defend all and the singular of the property against every person whomsoever lawfully claims, the same or any part thereto, except as to the reservations from and these exceptions to conveyance and special warranty covenants, when the claim is by, through, or under Grantor, but not otherwise.

Grantee, by acceptance of this deed, certifies that he has inspected the property and has satisfied himself as to the condition of the same and that Grantee, relying solely upon his own investigation and examination of the property and not upon any representation by Grantor, accepts the property in its "AS IS" and WHERE IS" condition, with any and all faults, defects and environmental conditions, without representation or warranty of any kind, express, implied, statutory or otherwise, including, without limitation, any warranty as to habitability, suitability, merchantability, condition or fitness, fitness for a particular purpose or fitness for any purpose.

Grantee recognizes and understands that the foregoing acknowledgments, confessions and agreements are a material inducement to Grantor in the execution and delivery of this deed and that, but for the foregoing acknowledgments, confessions and agreements, Grantor would not have executed and delivered this deed and Grantee recognizes, understands and agrees that the foregoing waivers, releases, indemnifications and other matters expressly apply to and include claims, losses, liabilities, damages and expenses arising, in whole or in part, out of the acts, omissions or negligence of Grantor or Grantor's predecessors in title or possession.



IN WITNESS WHEREOF, United States of America by and through Christine Vo Barnett  
its Assistant Program Manager, Operations, has hereunto set its hand(s) and seal(s), this 1st day of  
February, 2012.

United States of America

By: Christine Vo Barnett  
Christine Vo Barnett (Name)  
Its: Assistant Program Manager Operations (Title)

STATE OF Virginia  
COUNTY OF Arlington

Be it remembered, that on this 1st day of February, 2012 before me, the subscriber, a Notary Public in and for said County and State, came the United States of America, the Grantor herein, by and through Christine Vo Barnett, Assistant Program Manager of the United States Marshals Service, Asset Forfeiture Division, being authorized to make this conveyance by Title 28 of the U.S. Code (28 CFR §§ 0.111, 0.113, 0.156), 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 the act of said entity.

Given under my hand and official seal, this the 1st day of February, 2012.

Terokeshia S. Purce

Notary Public

My commission expires 11/30/2013.

I was commissioned a Notary Public  
as Terokeshia S. Purce.