

STATE OF ALABAMA
COUNTY OF SHELBY

1194
Billingsley Homes, Inc.
3465 TANGLEBEEK BLVD. NW
BIRMINGHAM, AL 35243

1582

DEED

#11,000.00

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, RESOLUTION TRUST CORPORATION as CONSERVATOR for ALTUS FEDERAL SAVINGS BANK, Mobile, Alabama ("Grantor") does hereby grant unto Billingsley Homes, Inc. ("Grantee"), subject to all matters, disclaimers, reservations, covenants and exceptions described herein, all Grantor's right, title and interest, if any, in and to the following described real property situated in SHELBY County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE (hereinafter referred to as the "Property").

Grantee, by acceptance of delivery hereof, covenants, agrees and stipulates that Grantor's warranty of title shall commence and run from May 17, 1991, that date on which Grantor was appointed Conservator and acquired title to the Property.

THIS CONVEYANCE IS LIMITED BY THE FOLLOWING AND MADE WITHOUT ANY WARRANTIES OR REPRESENTATIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, (EXCEPT THE LIMITED WARRANTY OF TITLE FROM MAY 17, 1991) INCLUDING, BUT IN NO WAY LIMITED, TO THE FOLLOWING: ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR QUIET ENJOYMENT OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY OR IMPROVEMENTS, IF ANY; ANY REPRESENTATIONS OR WARRANTIES OR GUARANTEES WITH REGARD TO COMPLIANCE WITH ANY STATE OR FEDERAL HEALTH, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, ORDINANCES OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORAGE OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE; AND ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES TO (1) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE

First Al. Draft
RTC/Altus 10/91

RE-RECORD DEED FOR THE PURPOSE OF ADDING "EXHIBIT B" WHICH WAS OMITTED IN THE PREVIOUS RECORDING.

PROPERTY INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES OR THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE OR UTILITY SYSTEM, FACILITIES OR APPLIANCES AT THE PROPERTY, IF ANY; (ii) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (iii) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (iv) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (v) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (vi) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (vii) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; OR (viii) THE PRIOR CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS AND EXTENT OF ANY RIGHT OF WAY, LEASE, RIGHT OF REDEMPTION, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, COVENANT, CONDITION, RESTRICTION OR ANY OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND SUBJECT TO ALL MATTERS INCLUDING BUT NOT LIMITED TO: THE AS-IS AND PRESENT CONDITION WITH ALL FAULTS AND DEFECTS OF THE PROPERTY AND ANY IMPROVEMENTS THERETO; AND SUBJECT TO ALL RIGHTS OF REDEMPTION, EQUITABLE, STATUTORY OR OTHERWISE, IF ANY; AND SUBJECT TO ALL MATTERS WHICH WOULD BE SHOWN BY AN ACCURATE AND COMPLETE SURVEY AND INSPECTION OF THE PROPERTY AND IMPROVEMENTS, IF ANY, ON THE GROUND; AND SUBJECT TO ALL RESTRICTIVE COVENANTS; AND SUBJECT TO ALL EASEMENTS, UTILITIES AND RIGHTS-OF-WAY; AND SUBJECT TO ALL RESERVATIONS; AND SUBJECT TO ALL EXCEPTIONS, IF ANY; AND SUBJECT TO ALL TAXES; AND SUBJECT TO ALL ASSESSMENTS, CHANGE IN ASSESSMENTS, ESCAPE TAXES, and any taxes that may be or become due by reason of any change in current use, which taxes shall be paid by Grantee; AND SUBJECT TO ALL SETBACK LINE REQUIREMENTS; AND SUBJECT TO ALL STATE AND FEDERAL LAWS, REGULATIONS, RULES,

ORDINANCES AND REQUIREMENTS AFFECTING USE AND TITLE TO THE
PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL RIGHTS OF
INGRESS AND EGRESS; AND SUBJECT TO ALL MATTERS, DISCREPANCIES,
CONFLICTS OR SHORTAGE IN AREA, PROPERTY OR BOUNDARY LINES OR ANY
ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS VISIBLE ON THE
GROUND OR VISIBLE BY AN INSPECTION OR ACCURATE SURVEY OF THE
PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL MATTERS
WHICH WOULD BE SHOWN BY AN ACCURATE AND COMPLETE AUDIT, TEST,
SURVEY, HEALTH INSPECTION, ENVIRONMENTAL STUDY, ENGINEERING STUDY
OR OTHER STUDY OF THE PROPERTY OR THE SURFACE OR SUBSURFACE OF
THE PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL
RECORDED AND UNRECORDED MATTERS, EXCEPTIONS, COVENANTS,
RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS, AND THINGS
WHICH WOULD AFFECT THE PROPERTY, TITLE TO THE PROPERTY OR USE OF
THE PROPERTY OR IMPROVEMENTS, IF ANY, IN ANY WAY; AND SUBJECT TO
ALL STANDARD EXCLUSIONS AND PRINTED EXCEPTIONS SET FORTH IN THE
STANDARD FORM OF OWNER'S POLICY OF TITLE INSURANCE AS MORE
PARTICULARLY SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND MADE A
PART HEREOF BY REFERENCE; AND SUBJECT TO THE RIGHTS OF OTHER
PARTIES THAN GRANTOR IN AND TO THE PROPERTY AND IMPROVEMENTS, IF
ANY.

TO HAVE AND TO HOLD the same, unto Grantee, his heirs and
assigns, forever; subject, however, to the disclaimers, matters,
exceptions, reservations and things described above.

IN WITNESS WHEREOF, Grantor has caused this deed to be
executed in its name by its duly authorized agent this 28th day of
October, 1991.

RESOLUTION TRUST CORPORATION AS
CONSERVATOR FOR ALTUS FEDERAL SAVINGS
BANK, Mobile, Alabama

By: J.R. Crigger
As its Managing Agent

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a notary public in and for said county
and state, do hereby certify that J.R. CRIGGER whose
name as MANAGING AGENT of Resolution Trust
Corporation as Conservator for Altus Federal Savings Bank,
Mobile, Alabama and signed to the foregoing Deed and who is known
to me acknowledged before me on this day, being informed of the

contents of said instrument, he as Managing AGENT and with full authority, executed the same voluntarily for and as the act of said Conservator, as of this date.

Given under my hand and official notarial seal, this 28th day of October, 1991.

(AFFIX NOTARIAL SEAL)

Deborah Salva
NOTARY PUBLIC, Mobile COUNTY,
ALABAMA
My Commission Expires: 6-24-95

This instrument prepared by:

Sara Massey
Resolution Trust Corporation as Conservator
for Altus Federal Savings Bank
851 S. Beltline Highway
Mobile, AL 36606

Grantor's Address:

P.O. BOX 16267

Mobile, AL 36616

Grantee's Address:

BOOK 374 PAGE 34

BOOK 385 PAGE 718

This is page 4 of that certain Deed by RESOLUTION TRUST CORPORATION as CONSERVATOR for ALTUS FEDERAL SAVINGS BANK, Mobile, Alabama as Grantor to Williamley Power, Inc. as Grantee.

EXHIBIT "A"

Lot 17, Block 1 and Lot 15, Block 3, according to the Survey of Cedar Cove, Phase III, as recorded in Map Book 10, page 34, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

BOOK 374 PAGE 35

BOOK 385 PAGE 719

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 NOV 20 AM 2:21

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	<i>12.50</i>
2. Mtg. Tax	\$	
3. Recording Fee	\$	<i>12.50</i>
4. Indexing Fee	\$	<i>3.00</i>
5. No Tax Fee	\$	<i>1.00</i>
6. Certified Fee	\$	<i>1.00</i>
Total	\$	<i>17.50</i>

THIS IS EXHIBIT "A" TO DEED FROM RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR ALTUS FEDERAL SAVINGS BANK, MOBILE ALABAMA AS GRANTOR and Billingsley Homes, Inc. AS GRANTEE.

EXHIBIT "B"

THE CONVEYANCE OF SAID PROPERTY IS SUBJECT TO THE FOLLOWING:

1. State and County taxes for the year 1991 and thereafter.
2. All easements and claims of easements, including those for public roads and public utilities, not shown by the public records.
3. Any matters pertaining to rights of parties in possession including, but not limited to, any adverse possession claims or boundary line disputes, not shown by public record.
4. All matters which might be revealed by an inspection of the Property or an accurate and complete survey of specifically including, but not limited to encroachments, overlaps, boundary line disputes and whether the above-described Property lies in any particular flood zone or plain.
5. All unrecorded mechanics' and materialmen's liens or other liens or rights to liens imposed by law and not shown by the public record.
6. To all zoning ordinances or other applicable governmental regulations pertaining to the Property.
7. To any liens or encumbrances which may attach to the Property by virtue of a transfer of the Property by the Said Grantor to Grantee.
8. To all restrictions and protective covenants and conditions as set out in instrument(s) recorded in Real Property Book 91, Page 133 in Probate Office of Shelby County, Alabama.
9. To all matters shown on said map and survey.
10. To a building setback line of 75 feet reserved from Cedar Cove Drive as shown by plat or on said map or survey.
11. To public utility easements as shown by recorded plat, map or survey including a 20 foot easement on the Westerly side and a 10 foot easement on the Southerly side of Lot 17, Block 1, and a 20 foot easement on the Easterly side of Lot 15.
12. To Right(s)-of-Way(s) granted to South Central Bell by instrument(s) recorded in Real Property Book 91, Page 133 in Probate Office of Shelby County, Alabama.

THIS IS PAGE 1 OF EXHIBIT "B" TO DEED FROM RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR ALTUS FEDERAL SAVINGS BANK, MOBILE, ALABAMA AS GRANTOR TO WILLIAM BILLINGSLEY AS GRANTEE.

EXHIBIT "B"

13. To Right(s)-of-Way(s) granted to Alabama Power Company and South Central Bell by instrument(s) recorded in Real Property Book 99, Page 466 in Probate Office of Shelby County, Alabama.
14. To Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Lis Pendens 6, Page 220 in Probate Office of Shelby County, Alabama.
15. To any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights if any.
16. To 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 Property.

BOOK 385 PAGE 721

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

92 JAN 29 AM 10:08

JUDGE OF PROBATE

1. Deed Tax	NO TAX COLLECTED
2. Mtg. Tax	
3. Recording Fee	\$ 17.50
4. Indexing Fee	\$ 5.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 24.50

THIS IS PAGE 2 OF EXHIBIT "B" TO DEED FROM RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR ALTUS FEDERAL SAVINGS BANK, MOBILE, ALABAMA AS GRANTOR TO WILLIAM BILLINGSLEY AS GRANTEE.

RTC/ ALTUS 10/91