




The entire purchase price stated herein was paid from the proceeds advanced from a Mortgage Loan closed contemporaneously herewith.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor; provided, however, that this paragraph is inapplicable to soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities.

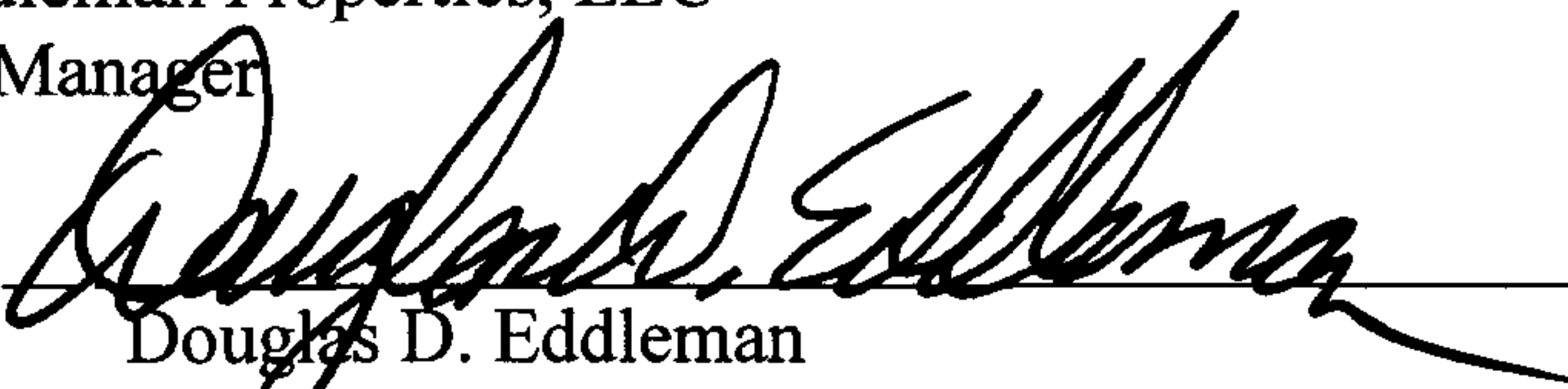
**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor **CHESSER DEVELOPMENT, LLC**, by its Managers, who are authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement, which as of this date have not been modified or amended, has hereto set its signature and seal as of October 29, 2004.

**CHESSER DEVELOPMENT, LLC**, an Alabama  
limited liability company  
By: Its Managers

  
\_\_\_\_\_  
William L. Thornton, III  
Its Manager

Eddleman Properties, LLC  
Its Manager

By:   
\_\_\_\_\_  
Douglas D. Eddleman  
Its Manager

**STATE OF ALABAMA**                   )  
  )  
**COUNTY OF JEFFERSON**        )

I, the undersigned, a notary public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Manager of Chesser Development, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 29 day of October, 2004.

  
\_\_\_\_\_  
Tara M. Bowmen  
Notary Public

[SEAL]  
My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT-LARGE**  
**MY COMMISSION EXPIRES: May 31, 2006**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON        )

I, the undersigned, a notary public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Properties, LLC, an Alabama limited liability company, as Manager of Chesser Development, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company as Manager as aforesaid.

Given under my hand and official seal, this the 28<sup>th</sup> day of October, 2004.

Donna D. Rainey  
Notary Public

[SEAL]  
My Commission Expires:  
\_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS