20050330000145450 1/2 $15.00
Shelby Cnty Judge of Probate,AL
03/30/2005 02:38:29PM FILED/CERT

Send Tax Notice To:
DR Holdings Company, L.L.C.
P. O. Box 382675
Birmingham, Alabama 35238

This instrument was prepared by:
James W. Fuhrmeister
ALLISON, MAY, ALVIS, FUHRMEISTER, & KIMBROUGH, L.L.C.
P. O. Box 380275
Birmingham, AL 35238

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) **KNOW ALL MEN BY THESE PRESENTS,**
COUNTY OF SHELBY)

THAT IN CONSIDERATION OF **Five Hundred Sixty Eight Thousand One Hundred and 00/100 ($568,100.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Midnight Properties, LLC, a limited liability company,** (herein referred to as Grantor) does grant, bargain, sell and convey unto **DR Holding Company, LLC., a limited liability company,** (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Jefferson, to-wit:

Lots 63, 64, 70, 71, 74, 76, 77, 78, 112, 114, 116, 117, 118, 175, 177, 181, 183, 184, and 185, according to the Map of Heritage Trace, Phase I, Sector I as recorded in Map Book 34, Page 114, in the Probate Office of Shelby County, Alabama.

(A) Subject to Declaration of Protective Covenants for Heritage Trace as recorded in Instrument No. 20050307000105180.

(B) Restrictions, limitations, conditions and other provisions as set out in Map Book 34, Page 114, in the Probate Office of Shelby County, Alabama.

(C) Restrictive Covenants and Grant of Land Easement for underground facilities in subdivision as set out in Inst. No. 20050204000057370 in the Probate Office of Shelby County, Alabama.

(D) And also subject to existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, if any, of record.

By acceptance of this warranty deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, employees and agents that Grantor shall not be liable for and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements or structures now or hereafter or located upon the Property or on account of injuries to any owner, occupant, or other person in or upon said property, which are caused by or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including without limitations, sinkholes, underground mines and limestone formations) under or on the property or any property now or thereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor (ii) the officers, directors, employees and agents of the Grantor and (iii) any successors and assigns of the Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

NOTE: This is not the homestead of the Grantor or the Grantee.

NOTE: All of the above consideration was derived from the proceeds of a mortgage loan closed simultaneously herewith.

NOTE: Grantor certifies this instrument is executed as required by the Articles of Organization and Operating Agreement and that same have not been modified or amended.

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

And Grantor does for itself and for its successors and assigns covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors, assigns, heirs, executors, personal representatives and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, this 24 day of March, 2005.

MIDNIGHT PROPERTIES, LLC.

BY _____
William J. Wilkens, Jr., Closing Manager

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, William J. Wilkens, Jr, whose name as Closing Manager of Midnight Properties, LLC, 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 and with full authority, he executed the same voluntarily on the date the same bears date as the act of said Closing Manager of Midnight Properties, LLC.

Given under my hand and official seal, this 24 day of March, 2005.

_____
Notary Public
My commission expires: 5/21/07