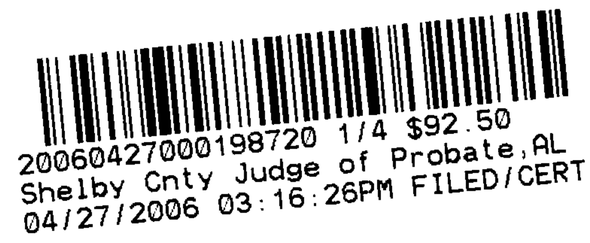
Assessed Value $280,500 divided by 1/4 =$70,125, 2 extra names, 4 pages $92.50

SEND TAX NOTICE TO:
Gail B. Rushton
2815 Canterbury Road
Birmingham, AL 35223



PARCEL #092031003017000

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

THIS IS A STATUTORY WARRANTY DEED executed and delivered this 25 day of April, 2006, by **DONALD BEZUYEN, AS TRUSTEE OF THE DONALD BEZUYEN 1996 REVOCABLE TRUST** (hereinafter referred to as the "Grantor"), to **GAIL B. RUSHTON, AS TRUSTEE OF THE 2006 GAIL B. RUSHTON CHILDREN'S TRUST,** (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 14, 2004, the real property described herein was conveyed by warranty deed which was recorded on December 14, 2004, in the Office of the Judge of Probate of Shelby County, Alabama by Town Builders, Inc., an Alabama corporation to the Grantor; and

WHEREAS, the Grantor desires through this conveyance to transfer the real property described herein to Grantee.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, a one-fourth (1/4) interest in and to the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anyway appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises (collectively the "Subject Property").

TO HAVE AND TO HOLD unto the said Grantee, and to its heirs, executors and assigns forever.

And said Grantor hereby covenants and agrees with said Grantee, and its assigns, that he will warrant and defend the Subject Property against the lawful claims (unless otherwise noted above) of all persons claiming by or through the Grantor, but not otherwise.

The parties intend by the execution of this conveyance to vest title in and to the Subject Property in Grantee, **GAIL B. RUSHTON, AS TRUSTEE OF THE 2006 GAIL B. RUSHTON CHILDREN'S TRUST.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 25th day of April, 2006.

DONALD BEZUYEN, AS TRUSTEE OF THE DONALD BEZUYEN 1996 REVOCABLE TRUST

STATE OF ALABAMA)

JEFFERSON COUNTY)

20060427000198720 2/4 $92.50
Shelby Cnty Judge of Probate, AL
04/27/2006 03:16:26PM FILED/CERT

GENERAL ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County in said State, hereby certify that DONALD BEZUYEN, as Trustee of the DONALD BEZUYEN 1996 Revocable Trust, whose name 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, in such capacity, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of April 2006.

Notary Public
My Commission Expires: 8-20-09

THIS INSTRUMENT PREPARED (WITHOUT THE BENEFIT OF A TITLE SEARCH) BY:
Leah F. Scalise
Hughes & Scalise, PC
600 Luckie Drive, Suite 405
Birmingham, AL 35223
(205) 871-0300

EXHIBIT "A"

20060427000198720 3/4 $92.50
Shelby Cnty Judge of Probate,AL
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Mt. Laurel – Phase II
Lot 11-24, Block 11

Lot 11-24, Block 11, according to the Survey of Mt. Laurel-Phase II, as recorded in Map Book 30 Page 10, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

And,

A parcel of land located in the S.E. ¼ of the N.E. ¼ of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, and being a part of Mt Laurel - Phase II subdivision as recorded in Map Book 30, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama being more particularly described as follows:

Commence at the Easternmost corner of lot 11-24, Block 11, according to the survey of Mt Laurel – Phase II as recorded in Map Book 30, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama, said point also being the Northernmost corner of lot 11-25, Block 11 of said survey, and run in a Southwesterly direction along the common lot line of said lots 11-24 and 11-25 for a distance of 90.16 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 1.00 feet to a point; thence turn an angle to the right of 72°21'28" and run in a Northwesterly direction for a distance of 38.56 feet to the Southwestern corner of said lot 11-24, said lot corner being on a curve to the right, having a radius of 69.00 feet and a central angle of 32°43'36";thence turn an angle to the right of 162°13'56" (angle measured to tangent) and run along said curve and along the southern boundary of said Lot 11-24 for a distance of 39.41 feet to the POINT OF BEGINNING.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.

2. Library district and fire district dues and assessments for the current year and all subsequent years thereafter.

3 All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as Instrument # 2000-35579 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Master Deed Restrictions"), and the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument No. 2000-35580 in the Probate Office and all amendments thereto (which, together with all amendments thereto, is hereinafter referred to as the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

4. Mining and mineral rights not owned by Grantor.

5. The Mt Laurel Rules and Regulations, as defined in the Declaration, which are available from the Association, as the same may be amended from time to time.

6. The terms, provisions, requirements and regulations set forth in the Mt Laurel Design Code, copies of which are available from the Mt Laurel Design Review Board, as the same may be amended from time to time.

7. All other set back lines, easements, rights-of-way, restriction, limitations, if any, of record.

Grantee, by acceptance of this deed, acknowledge, covenant and agree for himself/herself/itself and his/her/its heirs, executors, administrators, personal representatives, successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in his/her/its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in. on, under, upon or adjacent to the Property;

(d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, officers, directors, shareholders, affiliates, subsidiaries and mortgagees and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates or subsidiaries thereof;

(e) The Property is subject to all of the terms and provisions of the Declaration, the Master Deed Restrictions, the Rules and Regulations, as defined in the Declaration, and the Mt Laurel Design Code, as defined in the Declaration (collectively, the "Mt Laurel Documents") and Grantee agrees to be bound by all of the terms and provisions of the Mt Laurel Documents;

(f) The Mt Laurel Documents permit the Founder (which is an affiliate of Grantor) to make various changes and modifications to the Mt Laurel Documents from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without the consent or approval of any Owners (which would include Grantee);

(g) The Master Plan for Mt Laurel, which the Founder may change from time to time without the consent or approval of any Owners (which would include Grantee), contemplates that Mt Laurel will be developed as a traditional neighborhood development which will mix commercial, residential and civic uses unlike that of typical or conventional suburban developments which separate residential from civic and commercial land uses. A traditional neighborhood development attempts to create a neighborhood of walkable streets and a range of housing types which are commingled with civic and commercial land uses. Accordingly, Single-Family Districts in Mt Laurel may be directly adjacent to Townhouse Districts, Multi-Family Districts and Commercial Districts;

(h) As provided in the Declaration, each Owner (which would include Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

(i) Until the Turnover Date, as defined in the Declaration, all members of the Board of the Association and all officers of the Association are appointed (and subject to removal) solely by the Founder;

(j) Only the real property shown on the Initial Plat and any Additional Property which is submitted to the Declaration and Master Deed Restrictions in accordance with the terms and provisions thereof is subject to the terms and provisions of the Declaration and the Master Deed Restrictions. The Founder has no obligation to submit or add any of the other real property shown on the Master Plan to the Declaration or the Master Deed Restrictions; and

(k) As of the date hereof, all roadways, streets and alleyways within Mt Laurel are private and will be maintained by the Association; however, the Founder has reserved the unilateral right under the Declaration to dedicate all or any portion of the Common Roads within Mt Laurel to any Governmental Authority in which event such Common Roads would become public roadways.

20060427000198720 4/4 $92.50
Shelby Cnty Judge of Probate,AL
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Shelby County, AL 04/27/2006
State of Alabama

Deed Tax:$70.50