

This Instrument Was Prepared By:
Mark E. Hoffman, Esquire
Mark E. Hoffman, P.C.
2229 First Avenue North
Birmingham, AL 35203

Send Tax Notice To:
ROC Development, LLC
2316 – B First Avenue South
Birmingham, Alabama 35233

GENERAL WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of THREE HUNDRED SEVENTY ONE THOUSAND FOUR HUNDRED THIRTY SIX AND 51/100 (\$317,435.51) the undersigned ANTHONY F. MUGGEO and JEROME A. FIORE, JR., both married men (herein referred to as "Grantors") in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto ROC DEVELOPMENT, LLC (herein referred to as "Grantee"), the following described real estate situated in ~~Jefferson~~ ^{Shelby} County, Alabama, to-wit:

Lot 1, according to the Survey of Southwood Park Estates,
1st Addition to Hoover, as recorded in Map Book 17, Page
89, in the Office of the Judge of Probate of Shelby County,
Alabama.

Subject to:

1. Ad Valorem Taxes due and payable October 1, 2007 and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 4, Page 464; Deed Book 127, Page 140 and Deed Book 64, Page 501.
3. Subject to land use Agreement between Blue Cross-Blue Shield and The Harbert-Equitable Joint Venture recorded in Misc. Book 19, Page 690.
4. Declaration of Protective Covenants, agreement, easements and charges and liens for Riverchase (Business) recorded in Misc. Book 13, Page 50, as amended by Amendment No. 1, in Misc. Book 15, Page 189 and further amended by Amendment No. 2, recorded in Misc. Book 19, Page 633.
5. Restrictions, conditions and other rights as set forth in deed recorded in Deed Book 331, Page 757 and amended in Book 236, Page 56. As to

* All of the purchase price was paid from the proceeds
of a mortgage loan closed simultaneously herewith *

subparagraph 6 of Deed recorded in Deed Book 331, Page 757 relating to a change of use is amended as follows: subject property shall no longer be restricted to use as multi-family development and other related uses, but shall be restricted to use as an office development subject to terms and conditions of the change of use agreement recorded in Book 236, Page 56.

6. Right of way to Alabama Power Company as set out in instrument(s) recorded in Deed Book 252, Page 182; Deed Book 252, Page 184; Deed Book 347, Page 472 and Deed Book 345, Page 673.
7. Temporary Slope Easement to Wren Development recorded in Deed Book 330, Page 453.

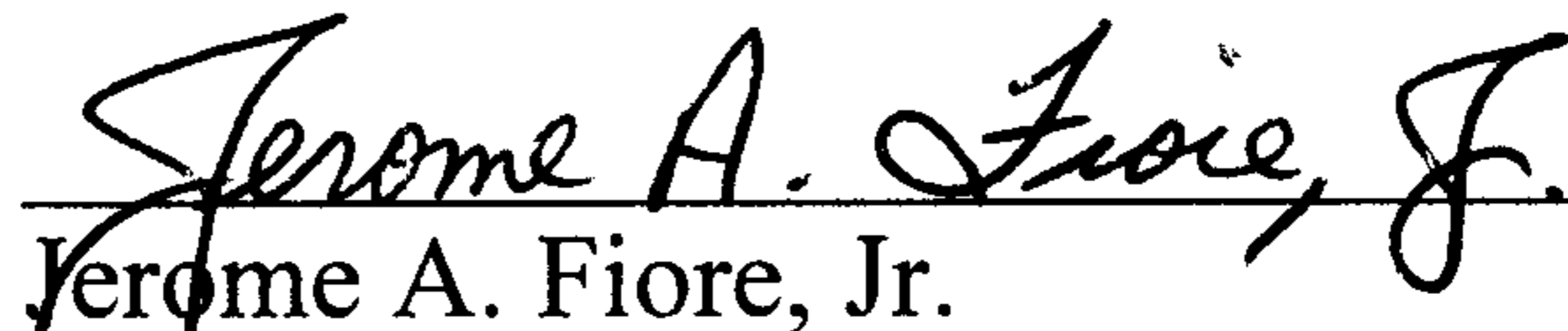
The property being conveyed is not the homestead of the Grantors.


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

And said Grantors do for themselves, their successors and assigns, covenant with said Grantees, their heirs and assigns, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that they have a good right to sell and convey the same as aforesaid; that they will, and their successors and assigns shall warrant and defend the same to the said Grantee, its heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS have hereto set their hands and seals this 27th day of October, 2006.

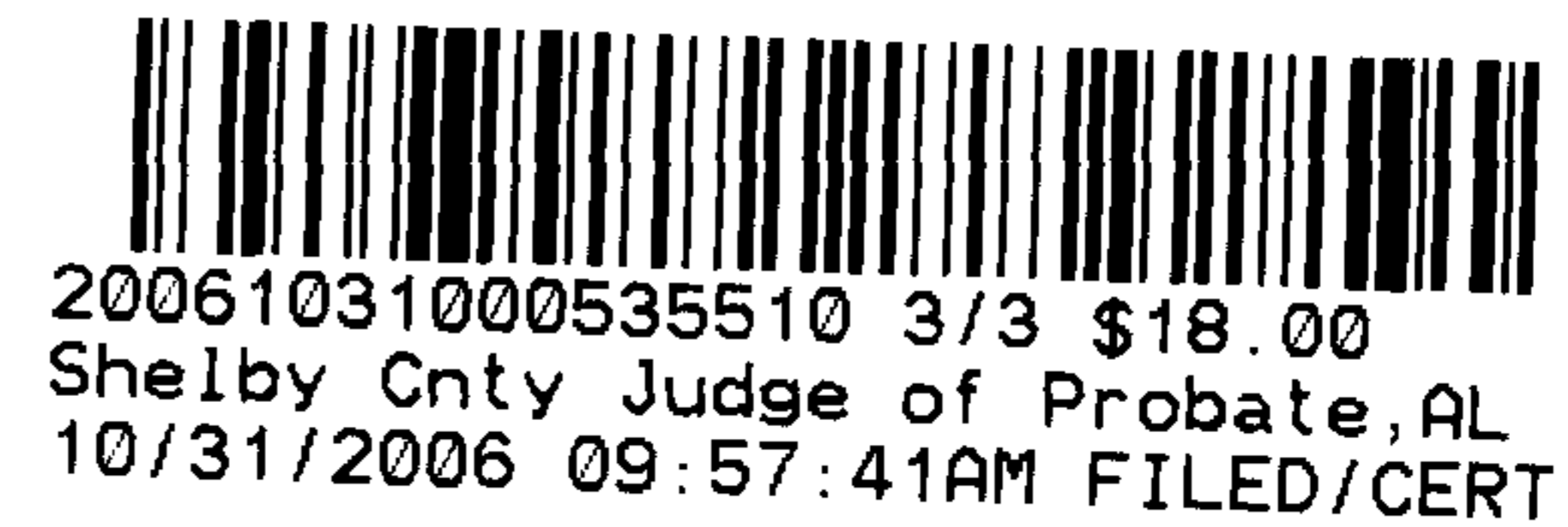

Anthony D. Muggeo


Jerome A. Fiore, Jr.


20061031000535510 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
10/31/2006 09:57:41AM FILED/CERT

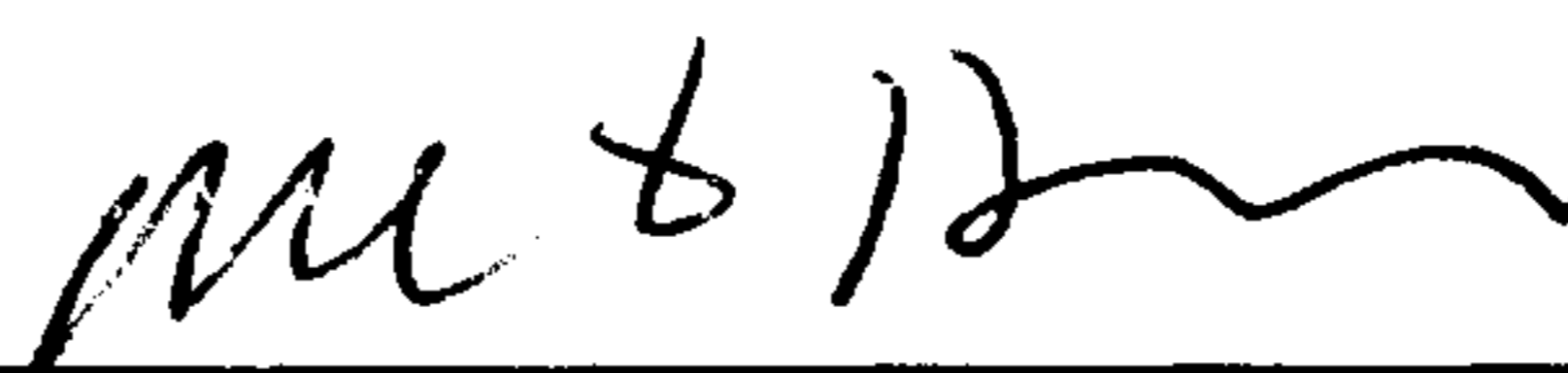
STATE OF ALABAMA)

JEFFERSON COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Anthony F. Muggeo, a married man, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of October, 2006.



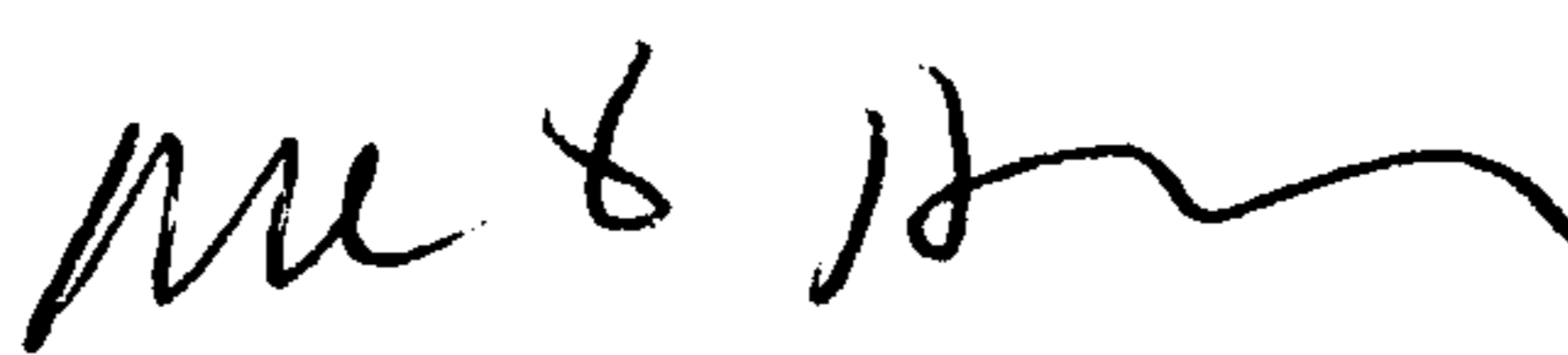
Notary Public
My Commission Expires: 7/14/07

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jerome A. Fiore, Jr., a married man, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of October, 2006.



Notary Public
My Commission Expires: 7/14/07