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20061102000540220 1/2 $15.00
Shelby Cnty Judge of Probate, AL
11/02/2006 10:01:50AM FILED/CERT

This instrument prepared by:
Mary Thornton Taylor, Esquire
3570 Grandview Parkway, suite 100
Birmingham, Alabama 35243

Send tax notice to:
Chesser Plantation, Inc.
3570 Grandview Parkway, suite 100
Birmingham, Alabama 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY)

That for and in consideration of One Hundred Thirty Five Thousand and No/100 Dollars ($135,000.00) and other good and valuable consideration to the undersigned **CHESSER PLANTATION, LLC,** an Alabama limited liability company ("Grantor"), in hand paid by **CHESSER PLANTATION, INC.,** an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

> Lots 23, 40 and 90 according to the Survey of Chesser Plantation, Phase I, Sector 2, as recorded in Map Book 33, Page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

The full consideration quoted above was paid from a mortgage loan closed simultaneously herewith.

TOGETHER WITH the nonexclusive easement to use the Common Areas as more particularly described in the Chesser Plantation Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 2002-10788 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

(1) The lien of Ad Valorem taxes for the year 2007 are a lien but neither due nor payable until October 1, 2007.
(2) Municipal improvements, assessments and fire district dues against subject property, if any.
(3) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 127, page 317 in said Probate Office;
(4) Easement(s) to Alabama Power Company as set out in Instrument # 20030612000368390 in said Probate Office;
(5) Declaration of Easement as set out in Inst. #2001-21357 in Probate Office;
(6) Title to all oil, gas and minerals within the underlying the premises, together will all oil and 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 69, page 177 in the Probate Office of Shelby County, Alabama;
(7) Restrictions, limitations and conditions as set out in Map Book 33, page 121 in said Probate Office;
(8) Reciprocal Easement Agreement as set out in Instrument #20030429000262650 in said Probate Office;
(9) Restrictive covenants as recorded in Instrument No. 2002030600010788 and Instrument No. 20040615000322690 in said Probate Office.
(10) Building setback lines and easements as shown on recorded plat in said Probate Office;
(11) Restrictive covenants and grant of land easement in favor of Alabama Power Company as recorded in Instrument No. 20040910000506190.

1st American Bank

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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 Grantor's development or construction activities.

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

IN WITNESS WHEREOF, Grantor **CHESSER PLANTATION, LLC**, by its sole Member and Manager, who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization which as of this date have not been modified or amended, has hereto set its signature and seal as of October 26, 2006.

CHESSER PLANTATION, LLC
BY: The Crest at Greystone, Inc.
Its Member and Manager

By: _____
William L. Thornton, III
Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of The Crest at Greystone, Inc., an Alabama corporation, as the sole Member and Manager of CHESSER PLANTATION, 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 corporation as the act of said Member and Manager of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 26 day of October, 2006.

Kara M. Bowman
Notary Public

AFFIX SEAL
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS