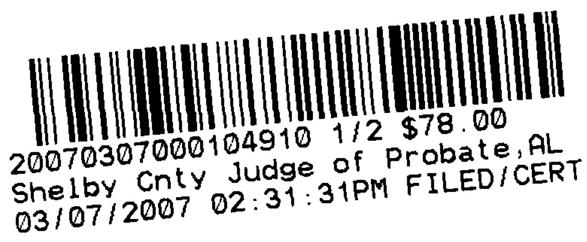
15507



Shelby County, AL 03/07/2007
State of Alabama

Deed Tax:$64.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

R. Shan Paden
PADEN & PADEN, PC
Five Riverchase Ridge
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

CHADWICK K. CAMPBELL
193 RIVER VALLEY ROAD
HELENA, AL 35080

STATE OF ALABAMA
COUNTY OF SHELBY

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **SIXTY FOUR THOUSAND DOLLARS 00/100 ($64,000.00)** to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC, Limited Liability Company**, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **CHADWICK K. CAMPBELL and MARCY CAMPBELL**, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 601, according to the Final Plat Riverwoods Sixth Sector, as recorded in Map Book 32, Page 140, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2006 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2007.

2. EASEMENTS AND BUILDING LINE AS SHOWN BY RECORDED MAP.

3. EASEMENT FOR SOUTHERN NATURAL GAS CORPORATION RECORDED IN INSTRUMENT 2001-54741.

4. EASEMENT TO RIVERWOODS PROPERTIES RECORDED IN INSTRUMENT 2003-53593.

5. RIGHT OF WAY FOR RAILROAD RECORDED IN DT, PAGE 655; DEED BOOK 11, PAGE 344; DEED BOOK 311, PAGE 301 AND DEED BOOK 311, PAGE 297.

6. RESTRICTIONS OR COVENANTS RECORDED IN INSTRUMENT 2002-7338.

7. EASEMENT TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 2004-38 AND INSTRUMENT 2004-39.

8. RESTRICTIONS, CONDITIONS, LIMITATIONS AND EASEMENTS AS SET FORTH BY DEED RECORDED IN INST. NO. 2000-31940 AND REFILED IN INST. NO. 2000-35466.

9. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RELEASE OF DAMAGES, ARE NOT INSURED HEREIN.

10. MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINSTONE CORPORATION AND CABOT OIL GAS DATED 8-8-1991, IN REAL 370, PAGE 923.

11. LESS AND EXCEPT ANY PART OF SUBJECT PROPERTY CONVEYED TO ALABAMA POWER THROUGH CONDEMNATIN PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE 28-57.

12. RAILROAD RIGHT OF WAY IN DEED BOOK 311, PAGE 301 AND 297.

20070307000104910 2/2 $78.00
Shelby Cnty Judge of Probate, AL
03/07/2007 02:31:31PM FILED/CERT

$42,560.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

TO HAVE AND TO HOLD unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC** , has hereunto subscribed his/her/their name on this the 5th day March of 2007.

RIVERWOODS PROPERTIES, LLC

KENDALL ZETTLER
VP OF PZ, INC MANAGING MEMBER

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER** , whose name as **VPOF PZ, INC MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, Limited Liability Company, 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 or she, 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 this the 5th day March of 2007.

Notary Public
My commission expires: 9-27-09

ELIZABETH L. HENDERSON
NOTARY
PUBLIC
ALABAMA STATE AT LARGE