

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:
PADEN & PADEN, PC
Five Riverchase Ridge
Birmingham, Alabama 35244

SEND TAX NOTICE TO:
AUTHENTIC BUILDING COMPANY, LLC
6300 HIGHWAY 17
HELENA, AL 35080

STATE OF ALABAMA
COUNTY OF Shelby

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC**, 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 **AUTHENTIC BUILDING COMPANY, LLC**, (herein referred to as GRANTEES, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

LOTS 705 AND 706 ACCORDING TO THE FINAL PLAT OF RIVERWOODS SEVENTH SECTOR PHASE I AS RECORDED IN MAP BOOK 35 PAGE 69 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LOT 757 ACCORDING TO THE FINAL PLAT OF RIVERWOODS SEVENTH SECTOR PHASE II AS RECORDED IN MAP BOK 36 PAGE 102 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. BUILDING LINES, EASEMENTS AND RESTRICTIONS AS SHOWN BY RECORDED MAP.
3. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED IN INST. NO. 2002-7338 AND BY-LAWS RECORDED IN INST. NO. 2006020100052460.
4. LESS AND EXCEPT ANY PORTION OBTAINED BY OR CONVEYED TO ALABAMA POWER COMPANY BY AND THROUGH CONDEMNATION PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE NO. 28-57.
5. RESTRICTIVE COVENANTS AND GRANT OF LAND EASEMENT IN FAVOR OF ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN INST. NO. 200401020000000380, 2004010200000390, 200508010003883330, 20050801000383370, 20050801000383390, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
6. MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINSTONE CORPORATION AND CABOT OIL AND GAS CORPORATION DATED AUGUST 8, 1991 IN REAL 370, PAGE 923.
7. RIGHTS OF OTHERS TO USE OF CREEK.
8. 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 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
9. EASEMENT TO SOUTHERN NATURAL GAS AS RECORDED IN INSTRUMENT 200154741 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
10. EASEMENT TO RIVERWOODS PROPERTIES AS RECORDED IN INSTRUMENT 20030814000535930 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
11. CABLE RIGHT OF WAY EASEMENT AGREEMENT AS SET OUT IN REAL 323 PAGE 338 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

12. TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY RECORDED IN DEED BOOK 138 PAGE 91 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$252,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

\$252,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

\$67,656.00 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, its successors and assigns forever.

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 23rd day May 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 **VP OF PZ, INC MANAGING MEMBER** of **RIVERWOODS 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, 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 23rd day May of 2007.


Notary Public

My commission expires: 9-27-09