

**SEND TAX NOTICES TO:**  
CHESSER PLANTATION, INC.  
3570 Grandview Parkway,  
Birmingham, Alabama, 35243

## STATUTORY WARRANTY DEED

STATE OF ALABAMA  
COUNTY OF SHELBY

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Two Million Five Hundred Fifty Thousand and 00/100 Dollars (\$2,550,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **CHESSER PLANTATION, LLC**, a limited liability company (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **CHESSER PLANTATION, INC.** (herein referred to as "Grantee") the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

**TO HAVE AND TO HOLD** the described premises to Grantee, its successors and assigns forever.

**AND THE GRANTOR** will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this Deed on the 21 day of June, 2007.

**CHESSER PLANTATION, LLC**

BY: THE CREST AT GREYSTONE, INC.  
(Its Manager)

BY: William L. Thornton, III (Its President)

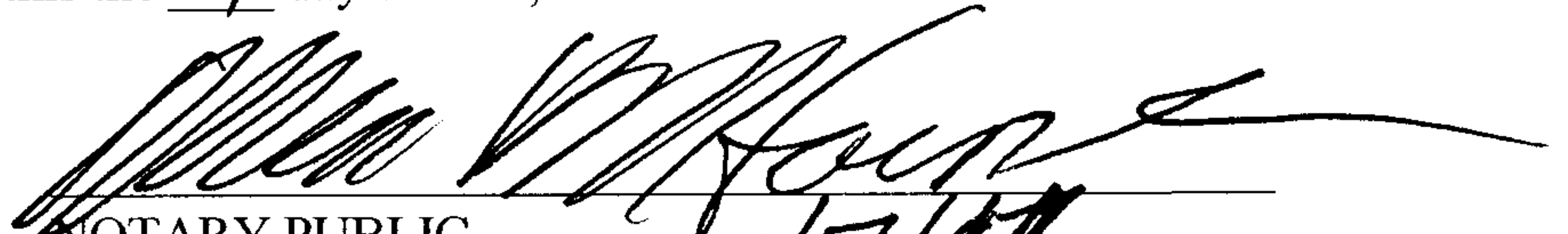


20070625000296160 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
06/25/2007 10:50:06AM FILED/CERT

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, 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., a corporation, as manager of CHESSER PLANTATION, LLC, a 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, as an act of said corporation, acting in its capacity as manager as aforesaid.

Given under my hand and official seal, this the 21 day of June, 2007.

  
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NOTARY PUBLIC  
My Commission Expires: 6/7/11

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III  
Engel, Hairston, & Johanson P.C.  
P.O. Box 11405  
Birmingham, AL 35202  
(205) 328-4600

## **EXHIBIT "A"**

Lot 1, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lot 2, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lot 35, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lot 36, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lot 37, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lot 38, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B, as recorded in the Office of the Judge of Probate of Shelby County, Alabama

Lots 3 thru 14, inclusive, Lots 19 thru 34 inclusive, and Lots 125 thru 140 inclusive, according to the Map and Survey of Chesser Reserve Phase I, as recorded in Map Book 38, Page 115 A and B,



as recorded in the Office of the Judge of Probate of Shelby County,  
Alabama

**SUBJECT TO:** i) taxes and assessments for the year 2007, a lien but not yet payable; ii) restrictive covenants as recorded in Instrument 20040414000194390; iii) distribution easement to Alabama Power Company as recorded in Instrument 20030303000126240; iv) transmission line permits to Alabama Power Company as recorded in Deed Book 127, page 317; v) title to all oil, gas and minerals within and underlying the premises, together with 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; vi) easement to Alabama Power Company as recorded in Instrument No. 20070418000180110 and 2007-418000180120; vii) the Chesser Reserve Declaration of Covenants, Conditions and Restrictions dated June 21, 2007; viii) 7.5 foot easement as shown on recorded plat (Lot 35); ix) 7.5 foot easement along North lot line as per plat (Lot 6); x) 7.5 foot easement along South lot line as per plat (Lot 7); xi) 10 foot easement along North lot line as per plat (Lot 12); xii) 10 foot easement along South lot line as per plat (Lot 13); xiii) 7.5 foot easement along North lot line as per plat (Lot 14); xiv) 7.5 foot easement along NE lot line as per plat (Lot 34); xv) 10 foot rear storm easement as per plat (Lot 125, 126, and 127); xvi) easement of variable width along North lot line as per plat (Lot 127); xvii) 10 foot rear storm easement as per plat (Lots 128 thru 133); xviii) 10 foot rear storm easement as per plat (Lot 134); xix) 7.5 foot easement along South lot line as per plat (Lot 134); xx) 10 foot rear storm easement as per plat (Lot 135); xxi) 7.5 foot easement along North lot line as per plat (Lot 135); and xxii) 10 foot rear storm easement as per plat (Lots 136 thru 140).