



20070727000350610 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/27/2007 12:57:16PM FILED/CERT

This instrument was prepared by:  
HARRY W. GAMBLE  
105 Owens Parkway, Suite B  
Birmingham, Alabama 35244

Send tax notice to:

P.O. Box 36455  
Hoover, AL 35236

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**WARRANTY DEED**

Know All Men by These Presents: That in consideration of **SIX HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$685,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **RM PROPERTIES, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **BIRDWELL BUILDING CO., INC.** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**Lots 1, 2, 5, 6, 11, 12, 13, 14, 17, and 19, according to the Final Plat of Creekwater Phase One as recorded in Map Book 38, Page 138, in the Probate Office of Shelby County, Alabama.**

Subject to:

(1) Taxes or assessments for the year 2007 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Easements, building lines, and restrictions as shown on recorded map; (b) Restrictions appearing of record in Inst. No. 2006-20050; (c) Right of way granted to Bellsouth Telecommunications as recorded in Inst. No. 2007-30092; (d) Covenants and Restrictions for Creekwater, Phase One, recorded or to be recorded in the Probate Office of Shelby County, Alabama.

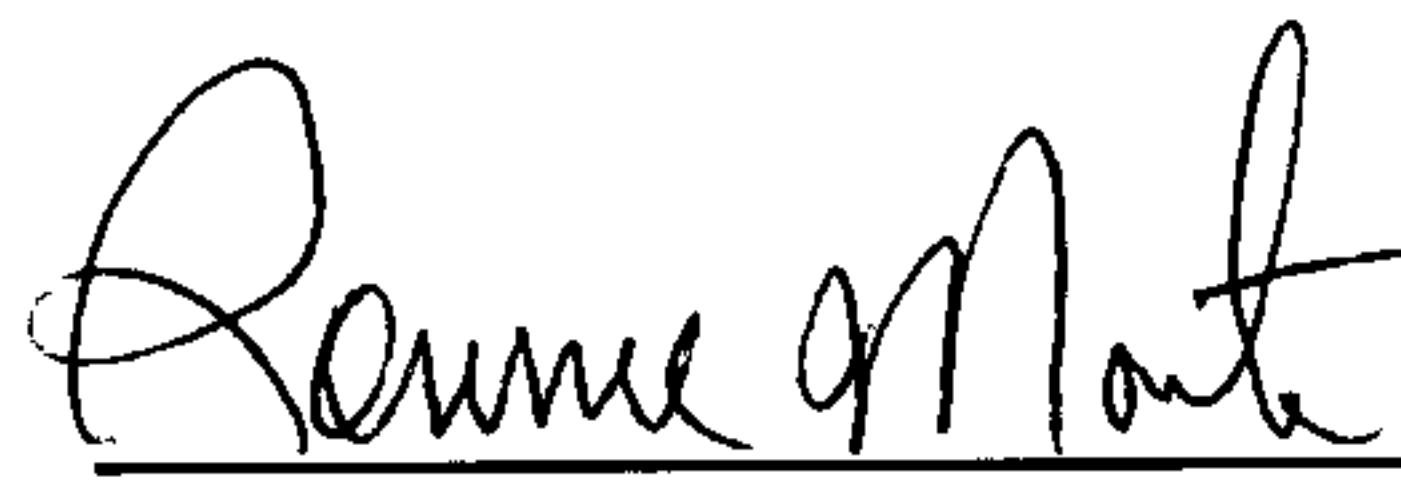
\$685,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, its successors and assigns forever.

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of **RM PROPERTIES, LLC**, which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, its successors and assigns, against the lawful claims and demands of all persons.

25 In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this  
day of July, 2007.

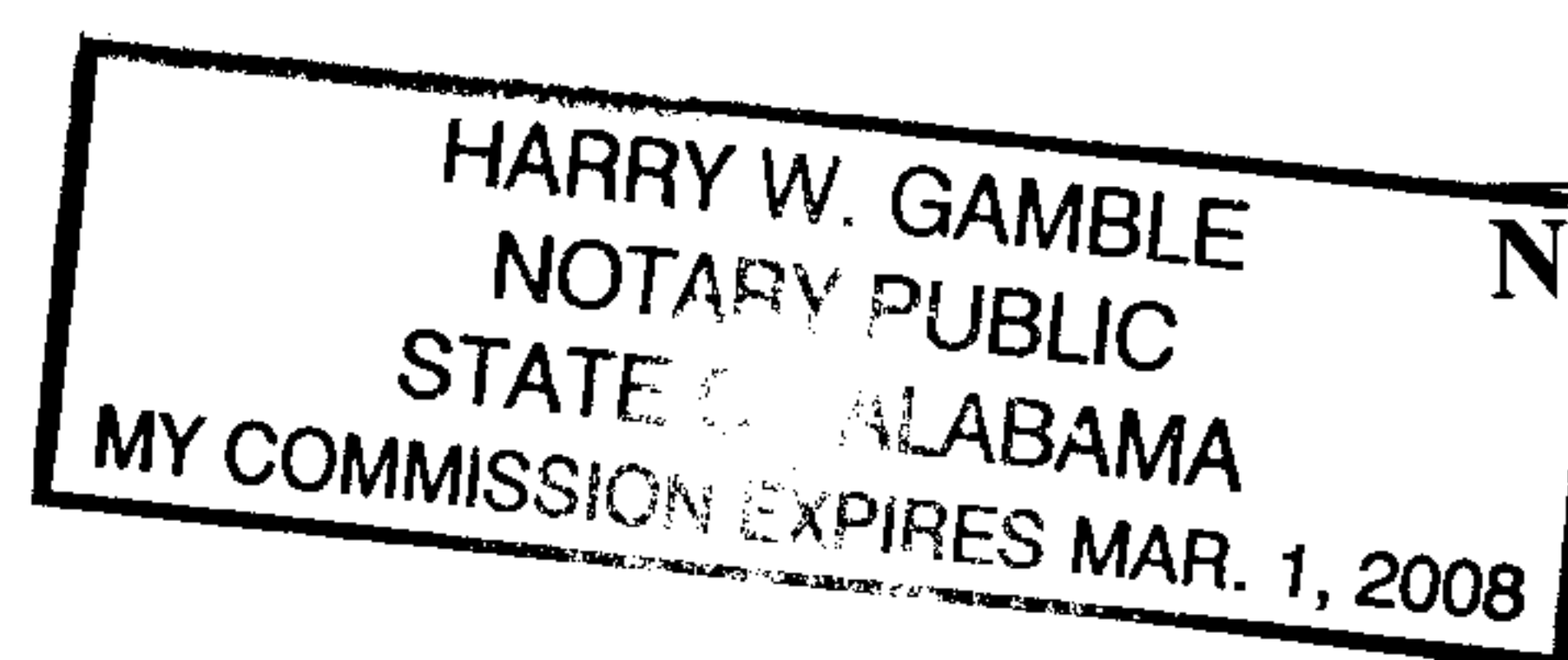
**RM PROPERTIES, LLC**

By:  (SEAL)  
**Ronnie Morton**  
**Its: Managing Member**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby  
certify that RONNIE MORTON, whose name as Managing Member of RM  
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, as such officer and with full authority, he executed the same voluntarily and  
as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of July, 2007.



  
Notary Public