

Send Tax Notice To:  
WFS Holdings, LLC.  
3237 Lorna Road  
Birmingham, Al. 35216

*This instrument was prepared by:*  
Laurie Boston Sharp,  
ATTORNEY AT LAW, LLC  
P. O. Box 567  
Birmingham, AL 35007

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**Statutory Warranty Deed**

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**STATE OF ALABAMA     )**

**KNOW ALL MEN BY THESE PRESENTS,**

**COUNTY OF SHELBY     )**

THAT IN CONSIDERATION OF Five Hundred Twenty-Three Thousand Five Hundred and 00/100 Dollars (\$523,500.00) paid to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **CROSSCREEK BUILDERS, LLC**, an Alabama limited liability company (herein referred to as Grantor), does grant, bargain, sell and convey unto **WFS HOLDINGS, LLC**, an Alabama limited liability company (herein referred to as Grantee), the following described real estate (herein referred to as the Property), situated in the State of Alabama, County of Shelby, to-wit:

LOTS 3, 4, 5, 22, 23, 24, 42, 43, 44, 45, 46, 47, 48, 49 and 50 according to the Final Plat of Cross Creek Subdivision, as recorded in Map Book 38, Page 3, in the Probate Office of Shelby County, Alabama.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF CROSSCREEK BUILDERS, LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

ALL OF THE ABOVE PROCEEDS WERE PAID PURSUANT TO MORTGAGE LOANS CLOSED SIMULTANEOUSLY HEREWITH.

**The above Property is conveyed subject to:**

1. the lien of ad valorem and similar taxes for 2007 and subsequent years;
2. Matters such as, but not limited to, easements, building setback lines, right of ways, and limitations as to use as shown on the Record Map of Cross Creek Subdivision, as recorded in Map Book 38, Page 3, in the Office of the Judge of Probate of Shelby County, Alabama;
3. All valid and enforceable easements, covenants, conditions and restrictions of record,

including, without limitation, that certain Declaration of Protective Covenants as recorded in Instrument # 20070118000027360 in the Probate Office of Shelby County, Alabama;

4. Title to all minerals within and underlying the premises, together with all 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;
5. Any and all matters of record; and
6. All matters that would be revealed by a current and accurate physical survey of the subject property.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.



20070815000384680 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
08/15/2007 01:05:22PM FILED/CERT



IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the 10th day of August, 2007.

**CROSSCREEK BUILDERS, LLC, an Alabama limited liability company**

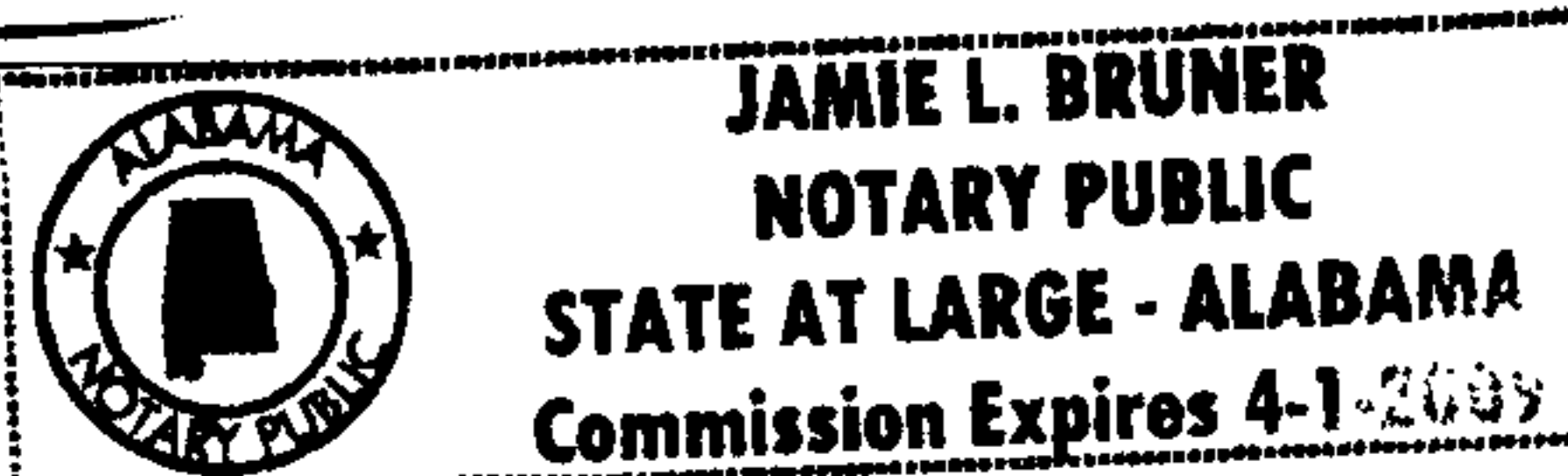
By: [Signature]  
Kerry Carter  
Its: Managing Member

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KERRY CARTER, whose name as MANAGING MEMBER of CROSSCREEK BUILDERS, LLC, an Alabama 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, in his capacity as such Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of August, 2007.

[Signature]  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIGN AGREEMENT OF WFS HOLDINGS, LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions and waivers contained hereinabove and Grantee, its successors and assigns, hereby agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions and waivers.

WFS HOLDINGS, LLC

By: [Signature]  
W. Frank Spencer III  
ITS: Member

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W.FRANK SPENCER III, whose name as MEMBER of WFS HOLDINGS, LLC, an Alabama 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, in his capacity as such Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of August, 2007.

[Signature]  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



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