

This instrument prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send tax notice to:  
Shepherd Bush, LLC

STATE OF ALABAMA       }  
                                  :  
COUNTY OF SHELBY       }

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of EIGHT HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY ONE and NO/100 DOLLARS (\$899,491.00), **MEADOW BROOK PLACE, LLC**, an Alabama limited liability company, (the "Grantor"), in hand paid by **SHEPHERD BUSH, LLC**, an Alabama limited liability company (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee the real estate particularly described as "EXHIBIT A", attached hereto and made a part hereof, situated in Shelby County, Alabama, (the "Property"), subject to the matters described in "EXHIBIT "B" attached hereto and made a part hereof.

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

\$ 855,000.00 of this conveyance was paid from the proceeds of a purchase money mortgage being recorded simultaneously herewith.

By acceptance of the Deed, Grantee hereby agrees to the following terms and provisions:

1. Subsurface Conditions. By 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 past or future injuries to any owner, occupant, or other person in or upon said property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation,, underground mines or other geological formations or conditions) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property sold hereunder. 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.

This instrument is executed as required by the Articles of organization and operational agreement of said LLC and the same have not been modified or amended.

IN WITNESS WHEREOF, Grantor has caused this conveyance to be executed by its duly authorized managing member this \_\_\_\_\_ day of September, 2007.

MEADOW BROOK PLACE, LLC  
an Alabama Limited Liability Company,  
By its managing member,  
CLEM BURCH HOME DESIGN, LLC,  
an Alabama Limited Liability Company

By:

  
\_\_\_\_\_  
CLEM D. BURCH  
Its Manager and sole member

STATE OF ALABAMA        }  
COUNTY OF JEFFERSON    }

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that CLEM D. BURCH, whose name as Manager and Sole Member of CLEM BURCH HOME DESIGN, LLC, an Alabama limited liability company, acting in its capacity as Managing Member of MEADOW BROOK PLACE, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such Manager and Sole Member of said limited liability company and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as managing member of said limited liability company.

Given under my hand and official seal on this the 29 day of September, 2007.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5-21-08


  
20070927000453930 3/4 \$64.50  
Shelby Cnty Judge of Probate, AL  
09/27/2007 01:28:30PM FILED/CERT

EXHIBIT "A"

Units 100, 102, 104, and 106, Block 1, (also known as Building A) in the Meadow Brook Place Office Condominium, a Condominium, according to the Declaration of Condominium as recorded in Instrument #20070822000395570; and By-Laws related thereto is recorded as Exhibit "C" of Instrument #20070822000395570; together with an undivided fractional interest in the common elements assigned to the units as set out in the Declaration of Condominium for Meadow Brook Place Office Condominium; said unit being more particularly described in the floor plans and architectural drawing of Meadow Brook Place Office Condominium as set out in the Declaration and as recorded in Map Book 39, Page 6, in the Probate Office of Shelby County, Alabama.



EXHIBIT "B"

The property described on Exhibit "A" is conveyed subject to the following:

1. Ad valorem taxes and assessments for the year 2007, and taxes for subsequent years, not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities and release of damages relating thereto, as recorded in Deed Book 66, Page 34, in the Probate Office of Shelby County, Alabama.
3. Declaration of Covenants, Conditions, and Restrictions for Meadow Brook Corporation Park as set out in Real 64, Page 91, along with 1<sup>st</sup> Amendment recorded in Real 95, Page 826; 2<sup>nd</sup> Amendment recorded in Real 141, Page 784; 3<sup>rd</sup> Amendment recorded in Real 177, Page 244; 4<sup>th</sup> Amendment recorded in Real 243, Page 453; 5<sup>th</sup> Amendment recorded in Real 245, Page 89; 6<sup>th</sup> Amendment recorded in Instrument Number 1192-23529; 7<sup>th</sup> Amendment recorded in Instrument Number 1995-03028; 8<sup>th</sup> Amendment recorded in Instrument Number 1995-04188; 9<sup>th</sup> Amendment recorded in Instrument Number 1996-32318; 10<sup>th</sup> Amendment recorded in Instrument Number 1996-32318; 11<sup>th</sup> Amendment recorded in Instrument Number 1997-30077; 12<sup>th</sup> Amendment recorded in Instrument Number 1997-37856; 13<sup>th</sup> Amendment recorded in Instrument Number 1998-5588 and 14<sup>th</sup> Amendment recorded in Instrument Number 1998-41655; 15<sup>th</sup> Amendment recorded in Instrument Number 1998-46243 and 16<sup>th</sup> Amendment recorded in Instrument Number 1999-2935; 17<sup>th</sup> Amendment in Instrument #20021217000631360, in Probate Office.
4. Building setback lines, easements and buffer zone as recorded in Map Book 28, Page 59.
5. Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument #2001-26138 and Instrument #2001-26137.
6. Notes and special note as set out on map recorded in Map Book 29, Page 42.
7. Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument #20070517000231120 and Instrument No. 20070726000347760.
8. Assignment of development rights in Instrument #2001-35825.
9. Agreement as set out in Instrument #2001-27024.
10. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title created by the "Condominium Ownership Act", Chapter 8, Section 35-8-1 et seq., Code of Alabama 1975, and/or the "Alabama Uniform Condominium Act of 1991", Chapter 8A, Sections 35-8A-101 et seq. Code of Alabama 1975, or set forth in the Declaration of Condominium of Meadow Brook Place Office Condominium, a condominium, dated 08/20/2007 and recorded in Instrument #20070822000395570, in the Probate Office of Shelby County, Alabama; in the By-Laws of Meadow Brook Place Office Condominium Association, Inc., recorded in Instrument #20070822000395570, in said Probate Office; in the Articles of Incorporation of Meadow Brook Place Office Condominium Association, Inc., recorded in Instrument #20070822000395580, in said Probate Office; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid.