

Prepared By:
Courtney Mason & Associates P.C.
PO BOX 360187
Birmingham, AL 35236-0187

Grantees Address:
Savannah Building Co., LLC
PO BOX 612
Helena, Alabama 35080

STATE OF ALABAMA

COUNTY OF SHELBY



20071008000469280 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
10/08/2007 01:47:24PM FILED/CERT

Statutory Warranty Deed

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of Three Million Six Hundred Forty-Eight Thousand and 00/100 (\$3,648,000.00) Dollars to the undersigned Grantor, Polo Farms Investments, LLC, a limited liability company in hand paid by Savannah Building Co., LLC, a limited liability company, the receipt whereof is acknowledged, the said Polo Farms Investments, LLC, a limited liability company does grant, bargain, sell and convey unto the said Savannah Building Co., LLC, a limited liability company the following described real estate, to-wit:

Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389 and 390 according to the Survey of The Village at Polo Crossings Sector I, as recorded in Map Book 39, page 42 A, B and C, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

Subject to covenants for Polo Crossings and The Village at Polo Crossings Subdivision being recorded simultaneously herewith.

All of the above recited purchase price was paid from 2 mortgage loans closed simultaneously herewith.

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement and again, prior to purchasing the lots from seller, to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser's sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the lot and utility availability of the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation the existence or presence of any sinkholes, underground mines, tunnels, water channels, soil compaction, and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Seller has not made and does not make any covenants, representations or warranties either express or implied, regarding the physical condition of the lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, soil compaction, tunnels, water channels and limestone formations and deposits) under or upon the Lot or any other personal or real property surrounding, adjacent to or in close proximity with the Lot which may be owned by the Seller.

To have and to hold the said above described property unto the said grantee together with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR by its Members, Roger Wilkins, Billy Gossett and Courtney H. Mason, Jr. who is authorized to execute this conveyance, hereto set their signatures and seals this the 4th day of October, 2007.

Polo Farms Investments, LLC

By: Roger Wilkins, Member

By: Billy Gossett, Member

By: Courtney H. Mason, Jr., Member

C. Mason

SEE NOTARY ON ADDITIONAL PAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

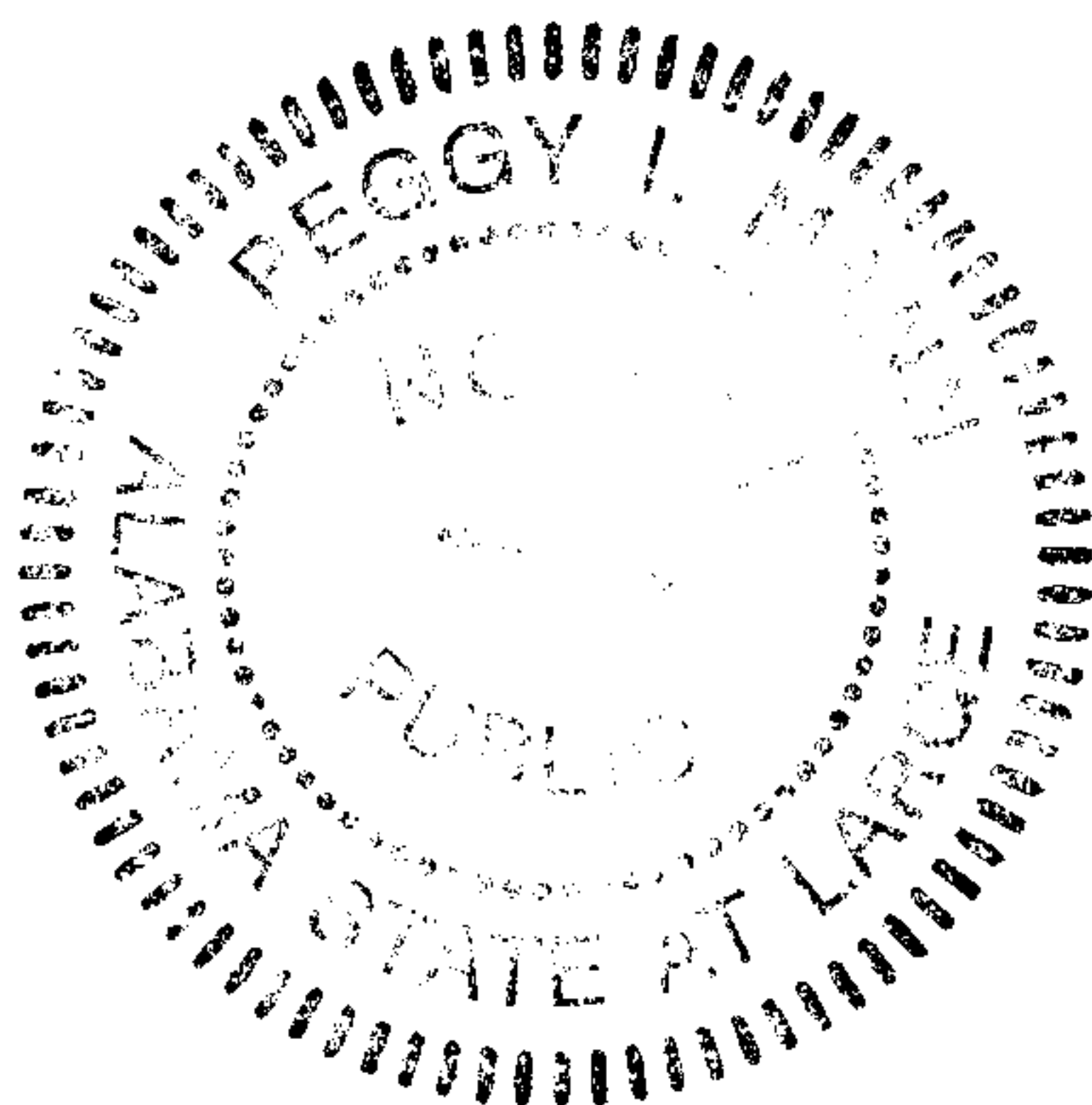
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roger Wilkins, Billy Gossett and Courtney H. Mason, Jr., whose names as Members of Polo Farms Investments, LLC, a limited liability company, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 4th day of October, 2007.



NOTARY PUBLIC

My Commission Expires: 2-5-11



PEGGY I. MANN
COMMISSION EXPIRES FEB 5, 2011



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