

Send Tax Notice To:  
Bowman Properties, L.L.C.  
420 Shoshone Drive  
Montevallo, AL 35115

This instrument was prepared by:  
Laurie Boston Sharp,  
Attorney at Law, LLC  
P. O. Box 567  
Alabaster, AL 35007

## STATUTORY WARRANTY DEED

STATE OF ALABAMA            )  
  )            **KNOW ALL MEN BY THESE PRESENTS,**  
COUNTY OF SHELBY         )

THAT IN CONSIDERATION OF **One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Midnight Properties, L.L.C., an Alabama limited liability company**, (herein referred to as Grantor) does grant, bargain, sell and convey unto **Bowman Properties, L.L.C., an Alabama limited liability company**, (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

***Lots 167, 168, 169 and 170, according to the Survey of Heritage Trace, Phase 3, as recorded in Map Book 39, Page 17, in the Probate Office of Shelby County, Alabama.***

- (A)           Subject to Declaration of Protective Covenants for Heritage Trace as recorded in Instrument No. 20050307000105180 and Supplementary Declaration of Protective Covenants for Heritage Trace Phase 2, as recorded in Instrument No. 20060405000158110 and Supplementary Declaration of Protective Covenants for Heritage Trace Phase 3, as recorded in Instrument No. **20071018000484990**
- (B)           Restrictions, limitations, conditions, easements, set-back lines, rights of way, minimum floor elevations and other provisions as set out in Map Book 39, Page 17, in the Probate Office of Shelby County, Alabama;
- (C)           Restrictive Covenants and Grant of Land Easement for underground facilities in subdivision as set out in Inst. No. 20050204000057370 in the Probate Office of Shelby County, Alabama;
- (D)           2008 *ad valorem* taxes, a lien not yet due and payable.

NOTE: Grantor certifies this instrument is executed as required by the Articles or Organization and Operating Agreement and that same have not been modified or amended.

ALL OF THE ABOVE CONSIDERATION WAS DERIVED FROM THE PROCEEDS OF A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HEREWITH.

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.

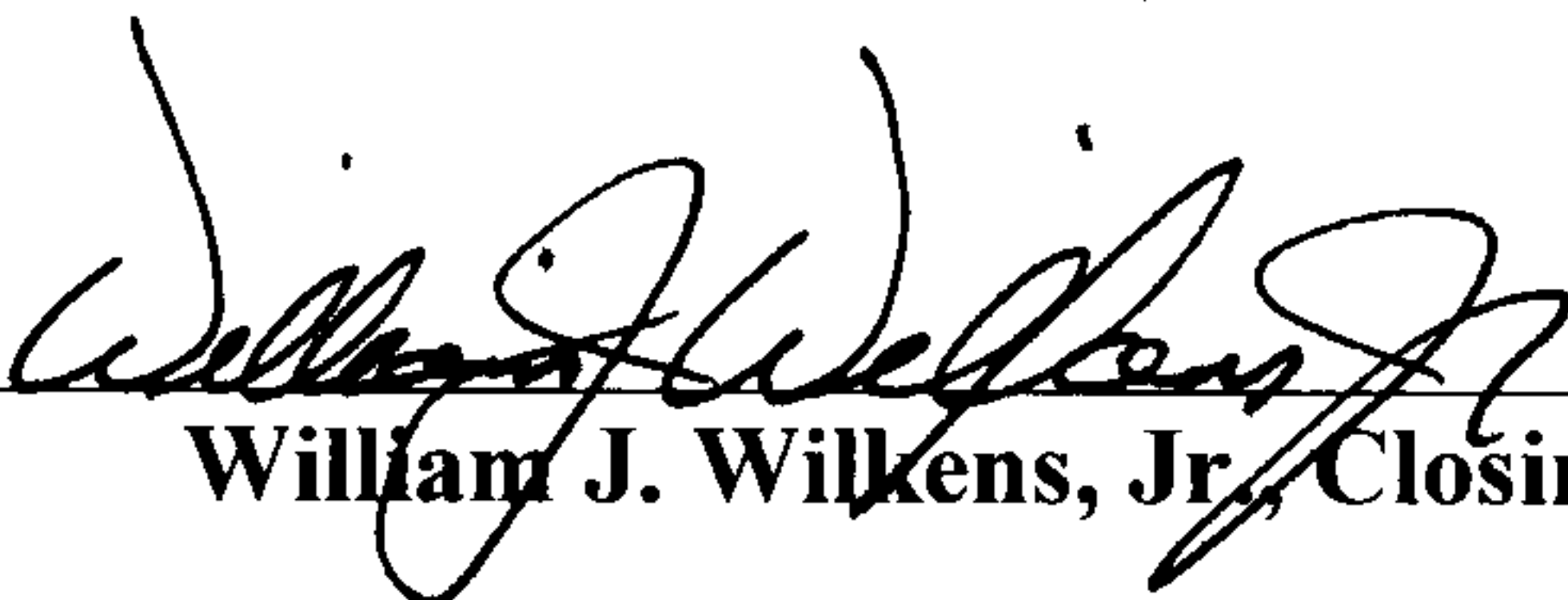
Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and 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.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, this 17th day of October, 2007.

**MIDNIGHT PROPERTIES, L.L.C.**


BY   
William J. Wilkens, Jr., Closing Manager

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, William J. Wilkens, Jr, whose name as Closing Manager of Midnight 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 and with full authority, he executed the same voluntarily on the date the same bears date as the act of said Closing Manager of Midnight Properties, LLC.


Given under my hand and official seal, this 17th day of October, 2007.

  
Notary Public  
My commission expires: 5-13-2008

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT OF BOWMAN PROPERTIES, L.L.C. 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.

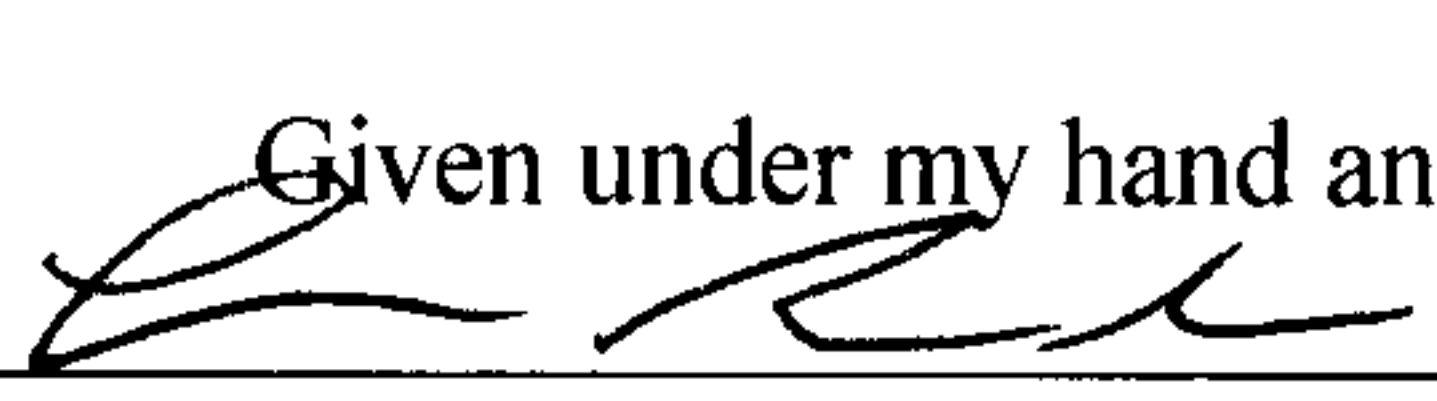
**BOWMAN PROPERTIES, L.L.C.**

  
By: STEVEN BOWMAN, JR.  
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 STEVEN BOWMAN, whose name as MEMBER of BOWMAN PROPERTIES, L.L.C., 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 for said company.

Given under my hand and official seal this 17<sup>th</sup> day of October, 2007.  
  
NOTARY PUBLIC  
My commission expires: 5-13-2008