


This instrument prepared by: Jack P. Stephenson, Jr., 420 20th Street North, Suite 3400
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)


20080107000006980 1/3 \$740.00
Shelby Cnty Judge of Probate, AL
01/07/2008 11:02:20AM FILED/CERT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment of Seven Hundred Twenty-two Thousand Seven Hundred Ninety and 54/100 Dollars (\$722,790.54) and the delivery of a wraparound promissory note in principal amount of Six Million Five Hundred Seventy-seven Thousand Three Hundred Ninety-four and no/100 Dollars (\$6,577,394.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., a partnership comprised of two Alabama corporations (the "Grantor"), does hereby grant, bargain, sell and convey unto Park Homes, LLC, an Alabama limited liability company (the "Grantee"), fee simple title in and to certain real estate situated in Shelby County, Alabama, being more particularly described as follows:

Lots 9-1 through 9-3, Lots 9-11 through 9-17, Lots 9-19 through 9-22,
Lots 9-24 through 9-41, Lots 9-44 through 9-88, Lots 9-90 through 9-113
according to the Map and Survey of Chelsea Park - 9th Sector as recorded
in Map Book 37, Page 47 in the Office of the Judge of Probate of Shelby
County, Alabama

This conveyance is subject to that (i) certain mortgage and Assignment of Rents and Leases given by Grantor to Compass Bank recorded as Instrument # 20051222000659960 and Instrument #2005122200060000, respectively, in the Probate Office of Shelby County, Alabama, securing indebtedness in the amount of \$6,814,162, and (ii) a second purchase money mortgage given by Grantor to Grantee of even date herewith securing Grantee's promissory note in original amount of \$6,577,394.

This conveyance is also subject to:

1. 2008 ad valorem taxes which have accrued but are not yet due and payable; and
2. The Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama; and
3. Declaration of Covenants, Conditions, and Restrictions for Chelsea Park, 9th Sector, executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20051222000659740 and Instrument No. 20060920000468120 in the Probate Office of Shelby County, Alabama (collectively the "Declaration of Protective Covenants"); and
4. Other easements and restrictions of record with respect to the Property.


Grantor hereby transfers and assigns to Grantee the rights and obligations of Grantor as the "Developer" with respect to the Property under the Declaration of Protective Covenants described in paragraph 3 hereof. By its acceptance of this deed, Grantee hereby accepts and

assumes such rights and obligations, and agrees to succeed to the interest of Grantor as the "Developer" under said Declaration of Protective Covenants.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of action whether arising at law (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over property herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines and limestone formations) under or on the subject property, whether contiguous or non-contiguous; provided however that this provision and the release from liability set forth herein is inapplicable to changes in soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities conducted by Grantor or its affiliates under or upon the subject property or any property surrounding, adjacent to, or in close proximity with, the subject property. For purposes of this paragraph, Grantor shall mean and refer to Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., and (i) its directors, officers, and employees of each of Arlington Properties, Inc. and Thornton, Inc. and (ii) any successors and assigns of each of them.

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

IN WITNESS WHEREOF, the said Grantor has duly executed this conveyance on this the 21st day of December, 2007.


20080107000006980 2/3 \$740.00
Shelby Cnty Judge of Probate, AL
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**Joint Venture II of Arlington Properties, Inc.
and Thornton, Inc.**

By: Arlington Properties, Inc., Partner

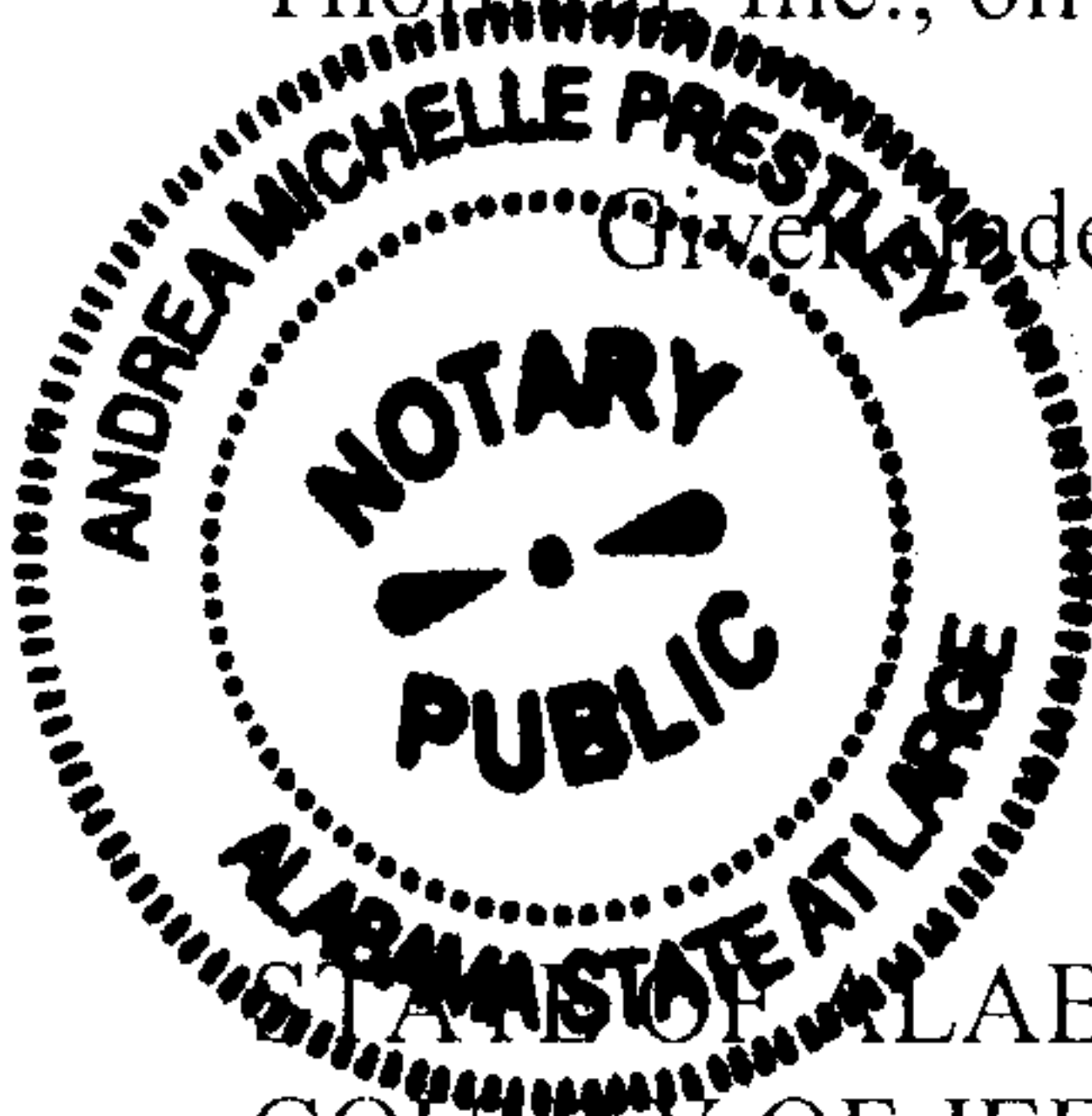
By: _____
Its VP

By: Thornton, Inc., Partner

By: W J
Its PPRS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

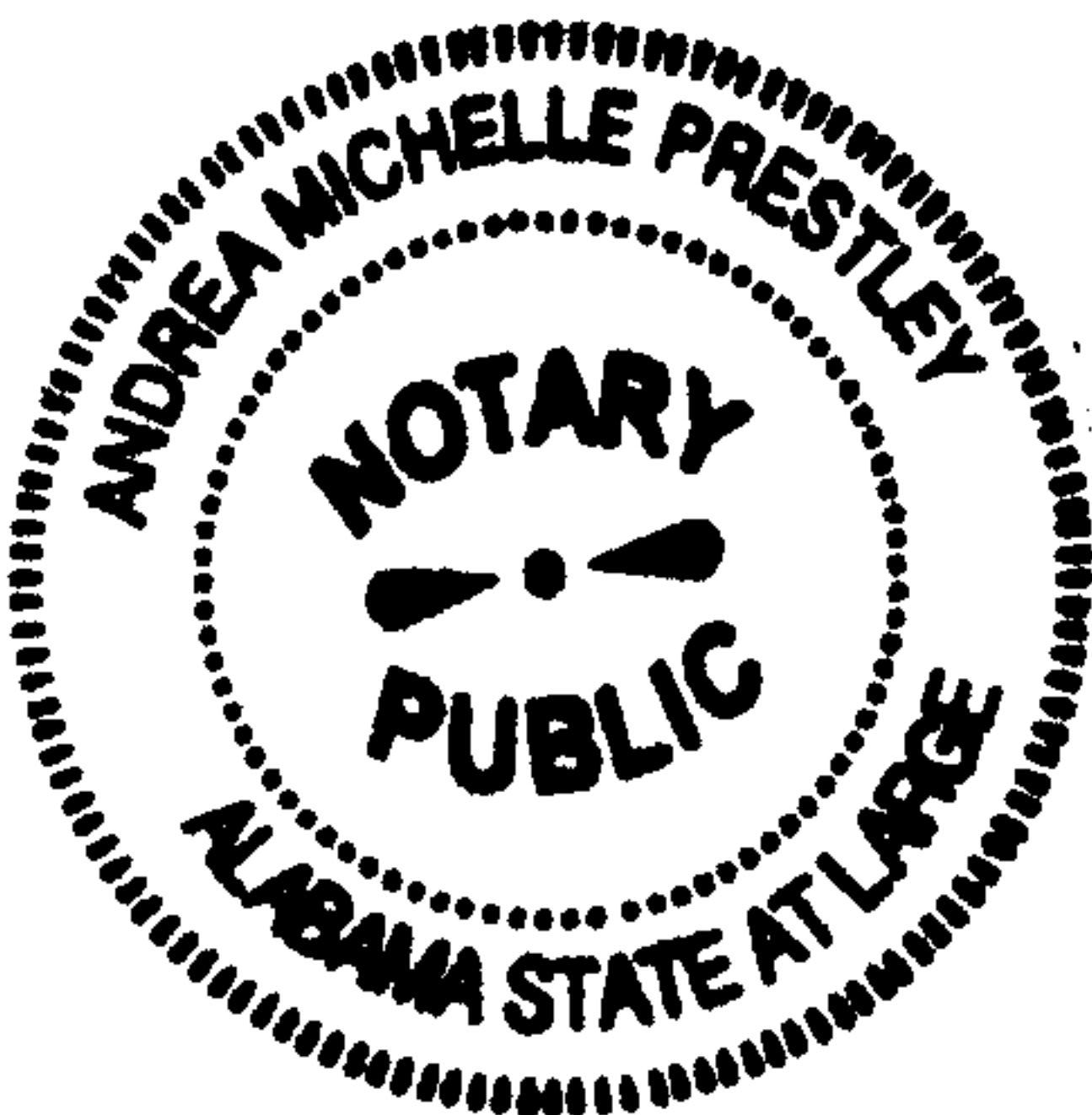
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Dobbins, whose names as Vice President of Arlington Properties, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as an act of said corporation, as a partner of Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., on the day the same bears date.



Given under my and official seal this 27th of December, 2007.
Andrea Michelle Prestley
NOTARY PUBLIC
My Commission Expires: 5/19/09

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as President of Thornton, Inc., a corporation, 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, as such officer, and with full authority, executed the same voluntarily for and as an act of corporation, as a partner of Joint Venture II of Arlington Properties, Inc. and Thornton, Inc., on the day the same bears date.



Given under my and official seal this 27th of December, 2007.
Andrea Michelle Prestley
NOTARY PUBLIC
My Commission Expires: 5/19/09