

\$1,860,000 of the purchase price was
paid by the proceeds of a mortgage loan
closed simultaneously herewith

SEND TAX NOTICES:


SBE Properties, LLC

13521 Old Highway 280, Suite 145

Birmingham, AL 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY


20080530000220130 1/4 \$1325.00
Shelby Cnty Judge of Probate, AL
05/30/2008 04:05:22PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Million, One Hundred Sixty-four Thousand Eight Hundred Seven Dollars and fifty cents (\$3,164,807.50) to the undersigned Grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Frontier Bank** and **Silverton Bank, N.A.** f/k/a The Bankers Bank (herein referred to as "Grantors"), hereby grant, bargain, sell, and convey unto **SBE Properties, LLC** (herein referred to as "Grantee"), all of their right, title and interest in and to the real estate situated in Shelby County, Alabama, which is described on Exhibit "A" attached hereto.

The Property was purchased by the Grantors at a foreclosure sale and is subject to statutory rights of redemption. Those rights affect the title conveyed in this sale and could result in Grantee being required to convey title to the holder of such a right for an amount which would have to be calculated at the time of redemption. Grantee is familiar with these rights, has consulted its own legal counsel in connection with them.

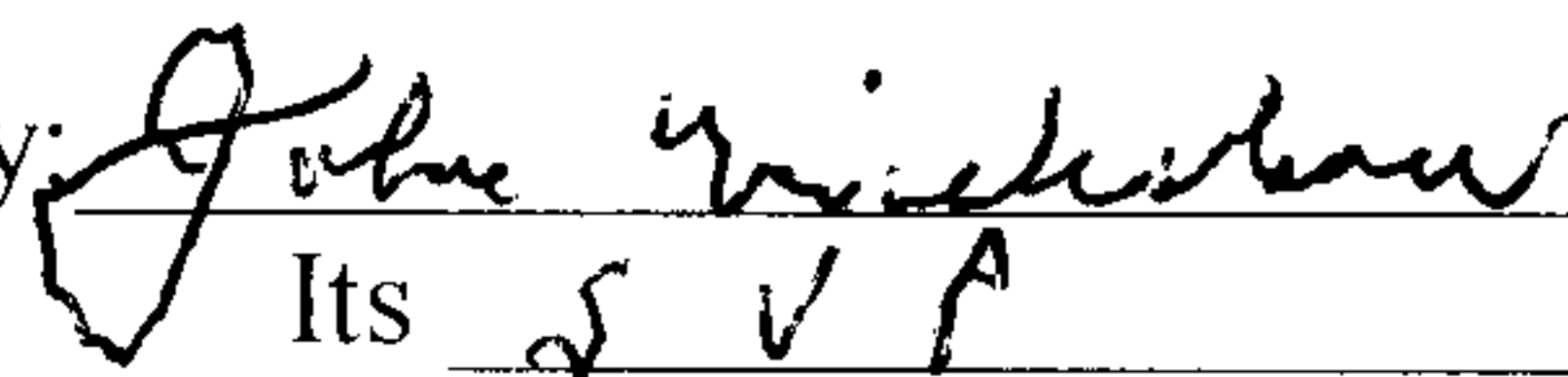
The Property is sold as-is without representation or warranty of any kind (except as herein expressly provided). It is conveyed subject to covenants, restrictions, encumbrances, and zoning regulations or ordinances other than any lien or encumbrance which the Grantors caused or suffered to be placed upon the Property since they entered into a sales contract on April 10, 2008. Grantee assumes all ad valorem tax liability.

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

AND THE GRANTORS will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantors and all others claiming by or under Grantors.

IN WITNESS WHEREOF, the Grantors have signed and sealed this Deed on the 29 day of May, 2008.

Frontier Bank

By: 
Its SVF

Silverton Bank, N.A.

By: [Signature]
Its FVP

ACKNOWLEDGEMENTS

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county an in said state, hereby certify that John Nicholson, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance he executed the same voluntarily and with full authority as an officer to bind Frontier Bank on the day the same bears date.

Given under my hand and seal of office on May 29th, 2008

My commission expires: 9/20/09

[Signature]
Notary Public

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said county an in said state, hereby certify that D.R. Dunlap, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance he executed the same voluntarily and with full authority as an officer to bind Silverton Bank, N.A. on the day the same bears date.

Given under my hand and seal of office on May 29, 2008.

My commission expires:

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

Charles R. Johanson III
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

Exhibit A

Township 20 South, Range 1 West, Shelby County, Alabama, to wit:

Section 29:

The East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the North one half of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Section 30:

The South one-half of the Southwest $\frac{1}{4}$; the East one-half of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 31:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

LESS AND EXCEPT the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 31.

Township 20 South, Range 2 West, Shelby County, Alabama:

Section 23:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Section 24:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South one half of the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$.

Section 25:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ described as being a 6 acre block in the Northwest corner of $\frac{1}{4}$ - $\frac{1}{4}$;

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ described as follows:

Commencing at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run North for 150 yards (450 feet) to a road, thence run westerly along the road to C.L. Mooney's land; thence South to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence East to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and the point of beginning.

Section 26:

All that part of the Northeast $\frac{1}{4}$ and all that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ which lies South of the following described line to wit:

Commencing where the Clear Prong of Yellow Leaf Creek is intersected by the North and South median line of said Section and run in a straight line to the point where said creek is intersected by the East boundary of said Section;

The West one-half, EXCEPT the South one-half of the South one-half of the Southwest $\frac{1}{4}$; The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, EXCEPT the South one-half of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and LESS AND EXCEPT the following described parcel from the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$:

Commence at the Southwest corner of said Section 26 and proceed North $02^{\circ}32'48''$ West along the West boundary line of said Section for a distance of 688.38 feet; thence run North $88^{\circ}38'46''$ East for a distance of 2,268.45 feet to the point of beginning; thence continue North $88^{\circ}38'46''$ East for a distance of 940.0 feet; thence run North $55^{\circ}15'57''$ West for 91.32 feet; thence run North $33^{\circ}12'32''$ West for a distance of 180.70 feet; thence run South $88^{\circ}38'46''$ West for a distance of 770.85 feet; thence run South $01^{\circ}21'14''$ East for a distance of 207.30 feet back to the point of beginning;

Ten acres evenly off the West side of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS AND EXCEPT, the South one-half of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 36:

The Northeast $\frac{1}{4}$.

LESS AND EXCEPT any part of subject properly lying within a roadway or easement.