


This instrument was prepared by:  
LAURIE BOSTON SHARP,  
Attorney at Law, LLC  
P.O. Box 567  
Alabaster, Alabama 35007

Send Tax Notice to:  
The Lorrin Group, LLC  
1000 Providence Park  
Suite 250  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20080627000263940 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
06/27/2008 04:10:19PM FILED/CERT

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of THIRTY-FOUR THOUSAND FIVE HUNDRED AND no/100 DOLLARS (\$34,500.00) paid to the undersigned grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **WESTOVER DEVELOPMENT, L.L.C.**, an Alabama Limited Liability Company, (herein referred to as "Grantor"), does by these presents, grant, bargain, sell and convey unto **THE LORRIN GROUP, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantee") the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 22 of the Villages at Westover, according to Map Book 39, Page 9A & 9B, as recorded in the Probate Office of Shelby County, Alabama.

This instrument is executed as required by the Articles of Organization and Operating Agreement of Westover Development, LLC and the same have not been modified or amended.

ALL OF THE ABOVE PROCEEDS WERE PAID PURSUANT TO A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HEREWITH.

The above property is conveyed subject to:

1. Ad Valorem taxes due and payable October 1, 2008 which are a lien but not due or payable until October 1, 2008.
2. Matters such as, but not limited to easements, building setback lines, right of ways and limitations as to use shown on the Record Map of the Villages at Westover, as recorded in Map book 39, Pages 9A & 9B, in the Office of the Judge of Probate of Shelby County, Alabama;
3. All valid and enforceable easements, covenants, conditions and restrictions of record, including without limitation, that certain Declaration of Protective Covenants for the Villages of Westover, A Residential Subdivision, as recorded in the Probate Office of Shelby County, Alabama;
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights; and
5. Right of Way(s) granted to Alabama Power Company as set out in Instrument #20070517000229750; and
6. Any and all matters of record.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in 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 lands 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 Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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 Grantee.

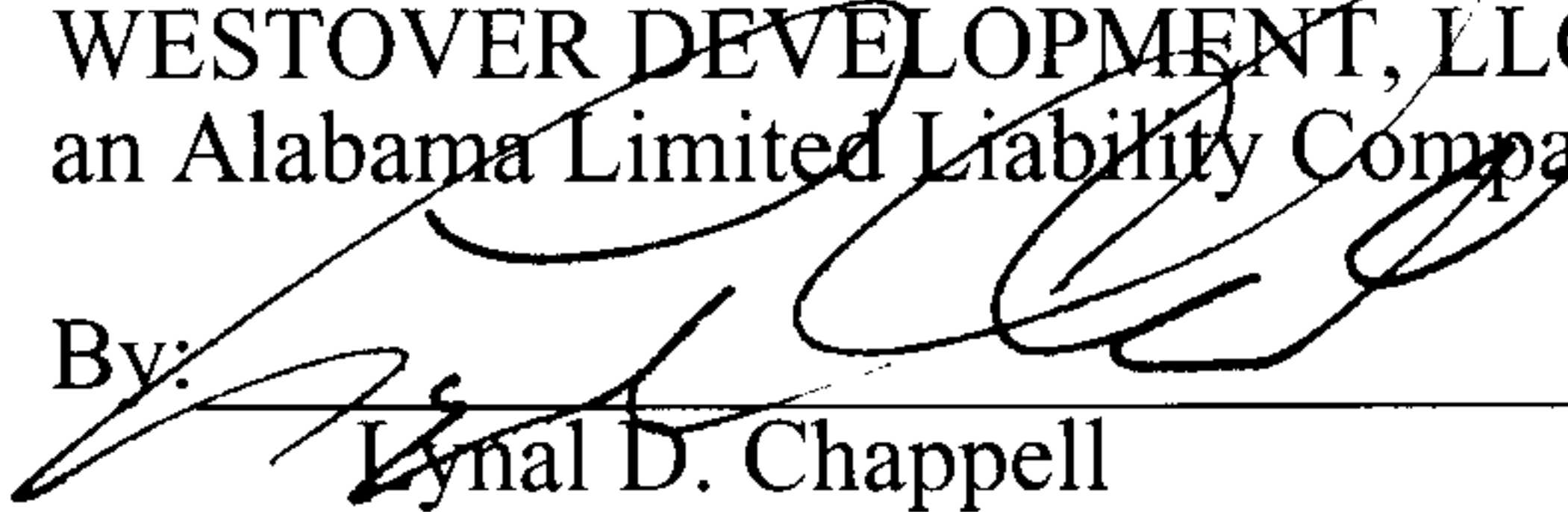
**TO HAVE AND TO HOLD** unto the said Grantee, its heirs, successors and assigns, forever.

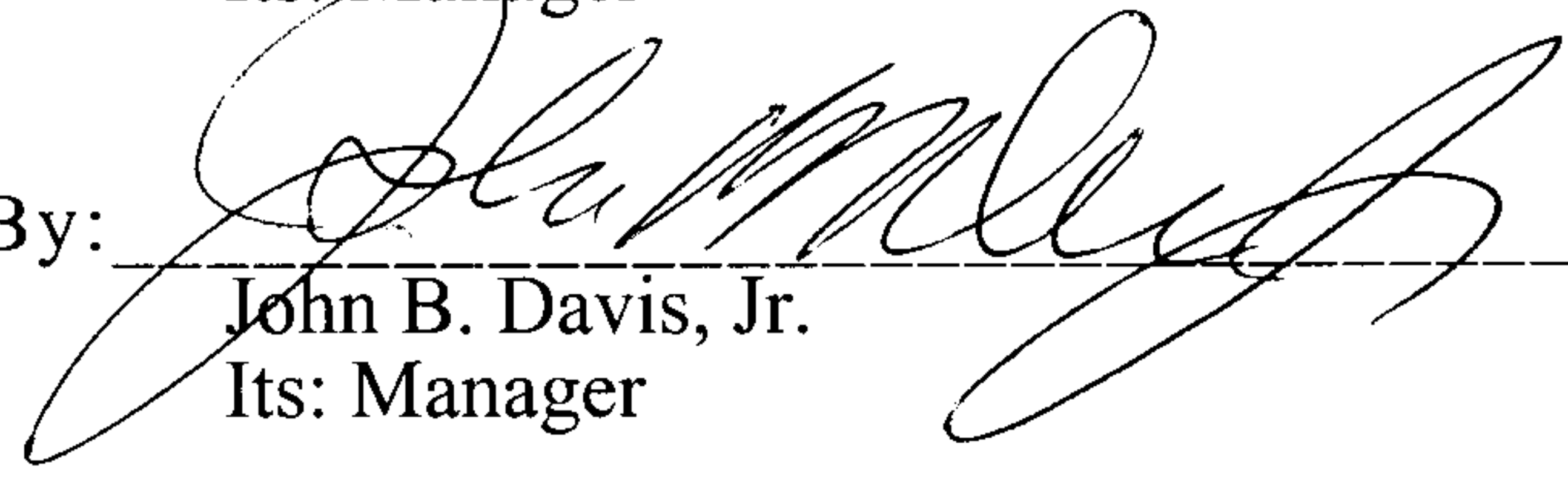
Grantor makes no warranty or covenant respecting the nature or quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

**IN WITNESS WHEREOF**, the said Westover Development, LLC by and through its members, has caused this instrument to be executed this 26th day of June, 2008.



GRANTOR:  
WESTOVER DEVELOPMENT, LLC  
an Alabama Limited Liability Company


By:   
Lynal D. Chappell  
Its: Manager

By:   
John B. Davis, Jr.  
Its: Manager

STATE OF ALABAMA)  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that LYNAL D. CHAPPELL and JOHN B. DAVIS, JR., whose names as Managers of WESTOVER DEVELOPMENT, LLC., an Alabama limited liability company, are signed to the foregoing Statutory Warranty Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, in their capacity as such members and with full authority executed the same voluntarily for and as the act of said limited liability company.

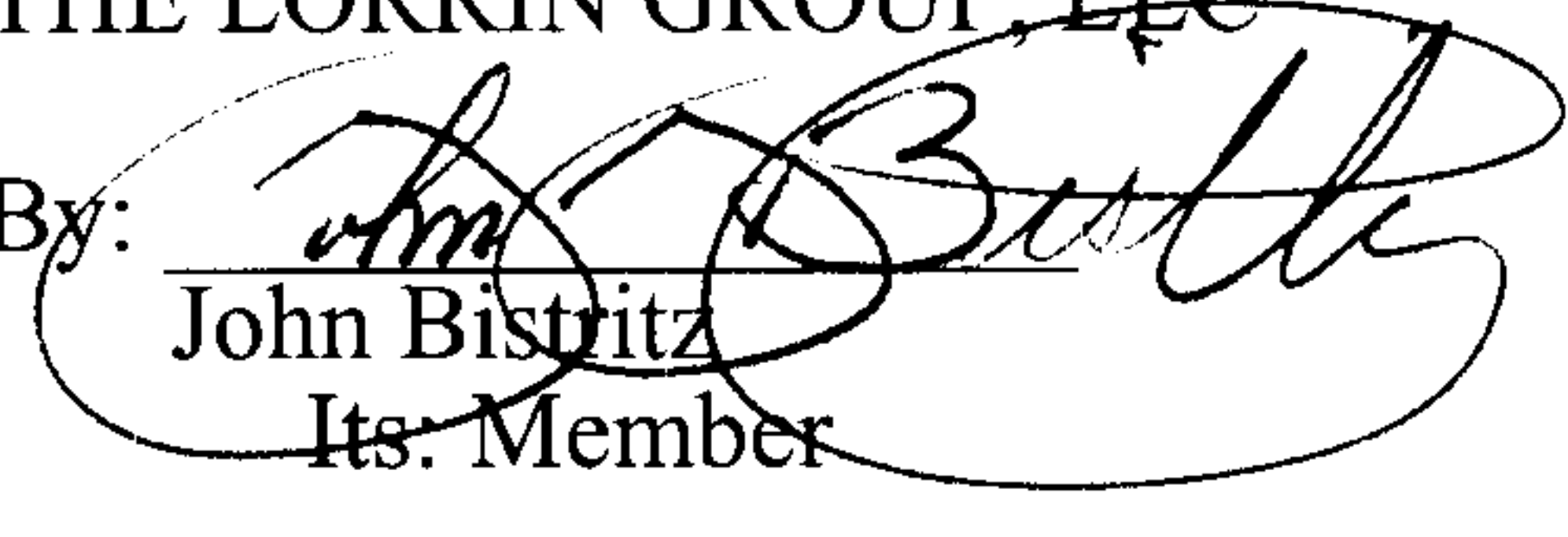
Given under my hand and official seal of office this the 26<sup>th</sup> day of June, 2008.

  
NOTARY PUBLIC  
My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 30, 2012  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

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, restrictions and waivers.

THE LORRIN GROUP, LLC

By:   
John Bistriz  
Its: Member

STATE OF ALABAMA)  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that JOHN BISTRITZ, whose name as Member of The Lorrin Group, LLC, an Alabama limited liability company, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, he, in his capacity as such member and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 26<sup>th</sup> day of June, 2008.

  
NOTARY PUBLIC  
My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 30, 2012  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~