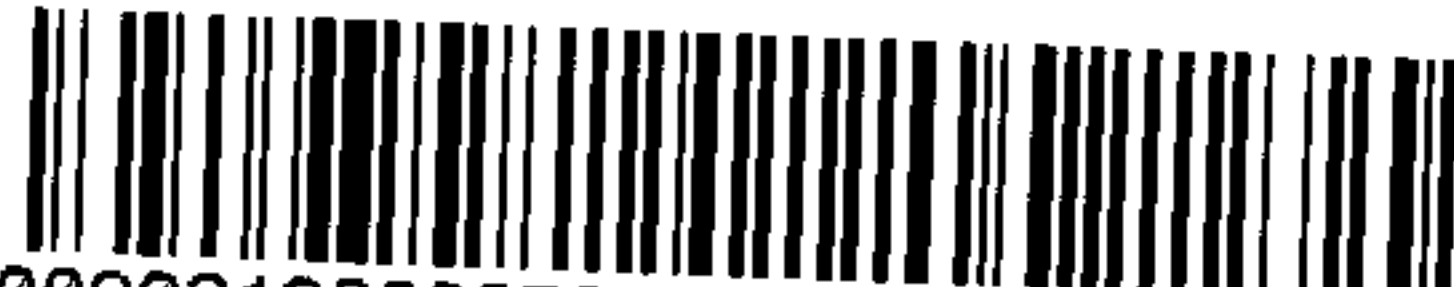


This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to: BIRDWELL BUILDING CO., INC.
P.O. Box 36455
HOVER AL 35236

STATE OF ALABAMA
COUNTY OF SHELBY


20090219000059470 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/19/2009 01:20:38PM FILED/CERT

WARRANTY DEED

Know All Men by These Presents: That in consideration of **FIFTY FIVE THOUSAND and No/100 Dollars (\$55,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **RM Properties, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Birdwell Building Co., Inc.** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 21, according to the Survey of Final Plat of Creekwater Phase Two A, as recorded in Map Book 40, Page 81, in the Probate Office of Shelby County, Alabama.

Subject to:

(1) Taxes or assessments for the year 2009 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Easement as recorded in Inst. No. 2008-5318. (b) Right-of-way granted to BellSouth Telecommunications recorded in Inst. No. 2007-20092. (c) Right-of-way granted to Alabama Power Company recorded in Inst. No. 2008-27705. (d) Restrictions appearing of record in Inst. No. 2007-34511, Inst. No. 2006-20050 and Inst. No. 2008-42608.

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

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of **RM Properties, LLC**, which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

To Have And To Hold to the said grantees, his, her or their heirs and assigns forever.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 18 day of February, 2009.

RM Properties, LLC

By: 

Ronnie Morton

Its: Managing Member


STATE OF ALABAMA
COUNTY OF JEFFERSON

20090219000059470 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/19/2009 01:20:38PM FILED/CERT

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **RM Properties, LLC**, whose name as **President** of **RM 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 18 day of FEB, 2009.

HARRY GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES FEB. 18, 2012


Notary Public