

SEND TAX NOTICES TO:

PORTER BRIDGE LOAN COMPANY, INC. 2112 First Avenue North Birmingham, AL, 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Twelve Thousand Dollars (\$12,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, ALIANT BANK (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto PORTER BRIDGE LOAN COMPANY, INC. (herein referred to as "Grantee") the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

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

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

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the <u>23</u> day of March, 2009.

ALIANT BANK		
By: <u>/()</u>	Edward	Brinton
Print Name:	MARK EDU	VARD BRINTON
Title:	EVP	Chief-Credit-Officer
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Shelby County, AL 03/30/2009 State of Alabama

Deed Tax:\$12.00

200903300000116770 2/3 \$29.00 Shelby Cnty Judge of Probate, AL 03/30/2009 03:18:19PM FILED/CERT

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Edward Brinton**, whose name as **Chief Credit officer** of ALIANT BANK, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 23 day of March, 2009.

NOTARY PUBLIC COMMISSION EXPIRES: Aug 21, 2011

My Commission Expires: Thru notary public underwrite

THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO: William B. Hairston III Engel, Hairston, & Johanson P.C. P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

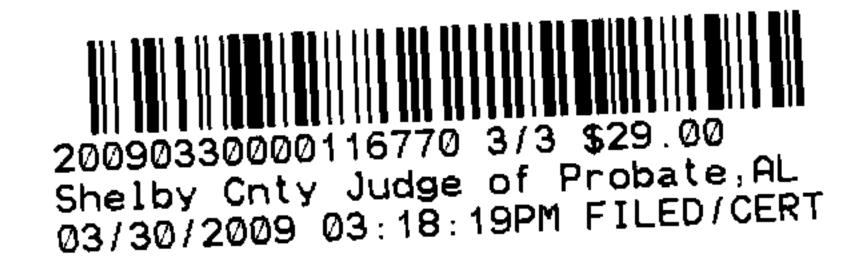


EXHIBIT "A"

Lots 16, 17, 18 and 19, according to the Survey of Chancellor's Crossing, as recorded in Map Book 28, page 75, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- i) taxes and assessments for the year 2009, a lien but not yet payable;
- ii) restrictions, conditions and limitations as set forth by deed recorded in Instrument 20030321000173140;
- iii) restrictions, conditions, reservations and limitations as set forth on record plat;
- iv) building set back lines and easements of varying widths as shown by record plat;
- v) private road easement running across subject property as shown by record plat;
- vi) A 100 foot Alabama Power Company easement as shown by record plat;
- vii) Restrictions appearing of record in Instrument 2002-5207
- viii) Transmission line permits to Alabama Power Company as shown by instruments recorded in Deed Book 112, page 117 and 191, Deed Book 111, page 415, Deed Book 107, page 266 and Deed Book 105, page 262;
- ix) Reservations, limitations and conditions as set out in easements for ingress and egress from Barbara Hamby Stone and Mary S. Hamby recorded in Instrument 2000-18507 and 2000-18508;
- x) Agreement by Jan Hamby Piper as set out in Real 187, page 272;
- xi) Flood rights as acquired by Alabama Power Company as set out in Deed Book 263, page 208;
- Terms, conditions and limitations as set out in the Covenant Settlement with Lennie W. Caudill, in re Case No CV 91-879-NS and set out in Instrument 1992-15943;
- xiii) Riparian rights of rights of others in and to the use of Coosa River which borders subject property; and
- xiv) coal, oil, gas and mineral and mining rights which are not owned by Grantor.