

Send Tax Notice To: DAL Properties, LLC  
7508 Bear Creek Road  
Sterrett, AL 35147

*This instrument was prepared by:*  
Brian Plant  
Law Offices of J. Steven Mobley  
2101 – 4<sup>th</sup> Avenue South, Ste. 200  
Birmingham, Alabama 35233



20091001000373340 1/2 \$63.00  
Shelby Cnty Judge of Probate, AL  
10/01/2009 02:10:15 PM FILED/CERT

**STATUTORY WARRANTY DEED**

Shelby County, AL 10/01/2009

State of Alabama

Deed Tax : \$49.00

STATE OF ALABAMA            )  
  )            KNOW ALL MEN BY THESE PRESENTS,  
COUNTY OF SHELBY            )

THAT IN CONSIDERATION OF **Forty-eight Thousand Nine Hundred Dollars (\$48,900.00)** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Mobley Development, Inc.**, an Alabama Subchapter S corporation (herein referred to as Grantor), does grant, bargain, sell and convey unto **DAL Properties, LLC** (herein referred to as Grantee), the following described real estate situated in the State of Alabama, County of Shelby (the “Property”), to-wit:

***Lot 1343, Macallan, Phase II, in Ballantrae,  
as recorded in Map Book 39, Page 53,  
in the Probate Office of Shelby County, Alabama***

- Subject to:
1. Declaration of Protective Covenants for Macallan, Phase II, as recorded in the Probate Office of Shelby County, Alabama. Instrument No. 20090113000011440.
  2. General and special taxes or assessments for 2009 and subsequent years not yet due and payable.
  3. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record.
  4. Exhibit A attached hereto and made a part hereof.

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

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser’s sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Seller has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lot or any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 15<sup>th</sup>  
day of September, 2009.

MOBLEY DEVELOPMENT, INC.


By: J. Steven Mobley  
J. Steven Mobley, President

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, 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 the act of said corporation.

Given under my hand and official seal, this the 15<sup>th</sup> day of September, 2009.

Linda H. Roberts  
Notary Public  
My Commission Expires: 3-29-13

  
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