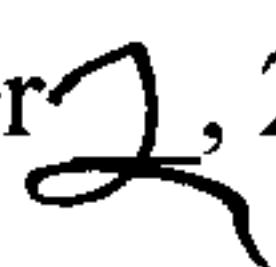


- (6) Title to all oil, gas minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 69, page 177 in the Probate Office of Shelby County, Alabama;
- (7) Reciprocal Easement Agreement as recorded in Instrument # 20030429000262650 in said Probate Office;
- (8) Restrictions, limitations, conditions and other provisions as set out in Map Book 33 page 45 in said Probate Office.
- (9) Restrictive covenants as recorded in Instrument No. 20040511000248910, in said Probate Office.
- (10) Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20040910000504210 and Instrument No. 2004062900035550.

The entire purchase price stated herein was paid from the proceeds advanced from a Mortgage Loan closed contemporaneously herewith.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor; provided, however, that this paragraph is inapplicable to soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities.

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

IN WITNESS WHEREOF, Grantor **CHESSER DEVELOPMENT, LLC**, by its Manager, who are authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement, which as of this date have not been modified or amended, has hereto set its signature and seal as of October , 2009.



20091012000385520 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
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CHESSER DEVELOPMENT, LLC, an Alabama limited liability company

By: Its Manager

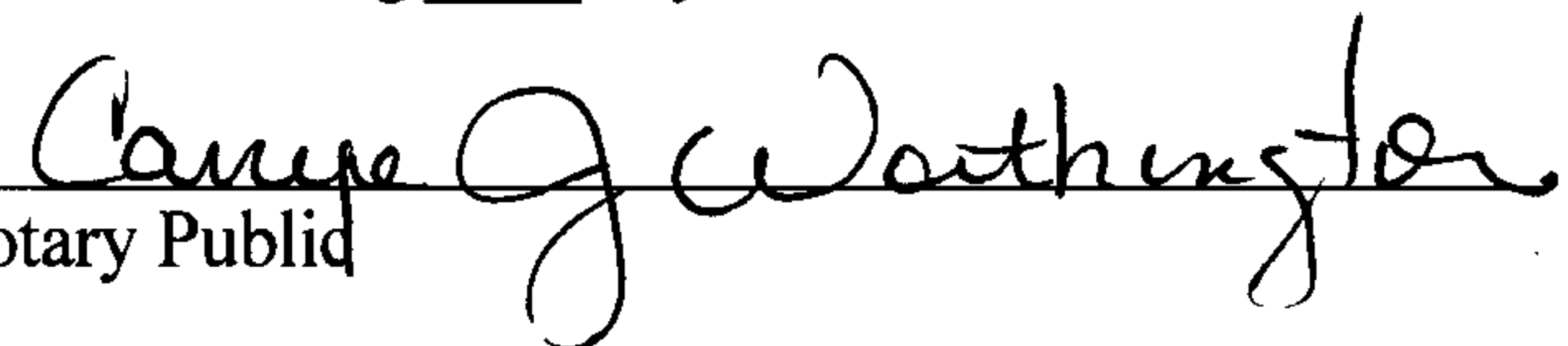


William L. Thornton, III

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Manager of Chesser Development, LLC, an Alabama limited liability company, 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, as such officer 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, this the 20th day of October, 2009.



Notary Public

[SEAL]
My Commission Expires:
12-21-09


20091012000385520 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
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