


**This instrument prepared by**  
**And after recording to be returned to:**

Jessica Garrison, Esq.  
Phelps, Jenkins, Gibson & Fowler, L.L.P.  
1201 Greensboro Avenue  
Tuscaloosa, Alabama 35401  
(205) 345-5100  
[www.pjgf.com](http://www.pjgf.com)

**Send Tax Bills to:**  
BPM Capital, LLC  
c/o Controller  
1550 McFarland Blvd., N  
Third Floor  
Tuscaloosa, Alabama 35406

Source of Title: Instrument No. 2007020200050610  
Property Address: Paradise Point

  
20091230000477220 1/4 \$1070.00  
Shelby Cnty Judge of Probate, AL  
12/30/2009 03:30:47 PM FILED/CERT

Prepared without benefit of survey.

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**STATUTORY WARRANTY DEED**

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STATE OF ALABAMA       )  
                                     :  
SHELBY COUNTY         )

THIS INDENTURE IS MADE THIS 30<sup>th</sup> DAY OF DECEMBER, 2009. KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Million and Fifty Thousand and no/100 Dollars (\$1,050,000) which amount consists of the current redemption price (exclusive of the Debt - as hereinafter defined) plus a transfer of a partial balance of the remaining debt owed by Highlands of Lay, LLC to Bryant Bank (the "Debt") which partial balance of the Debt is equal to the aforesaid sales price less the aforesaid redemption price and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, Bryant Bank, an Alabama banking corporation, herein referred to as Grantor, does grant, bargain, sell and convey unto BPM Capital, LLC, an Alabama limited liability company, whose address is 1550 McFarland Blvd NE, Third Floor, Tuscaloosa AL 35406, herein referred to as Grantee, the following described real estate, situated in Jefferson County, Alabama, to-wit:

See Exhibit "A" attached hereto and incorporated herein

The Property is sold in an "asis, where-is" condition.

- Subject to:
1. Any and all rights or redemption on the part of those parties entitled to redeem under the laws of the State of Alabama and the United States of America by virtue of that certain foreclosure evidenced by Mortgage Foreclosure Deed dated July 31, 2009 and recorded on August 3, 2009, as Instrument #: 20090803000295410 in the Probate Office of Shelby County, Alabama;
  2. Ad valorem taxes for the year 2010 which became a lien on October 1, 2009 but which are not yet due and payable until October 1, 2010;
  3. Any easements, encumbrances and exceptions reflected in the subject mortgage and those contained in the records of the Offices of the Judge of Probate of Shelby County, Alabama;
  4. all zoning ordinances;
  5. matters which would be disclosed by an accurate survey or by an

Shelby County, AL 12/30/2009

State of Alabama

Deed Tax : \$1050.00

inspection of the Property;

6. any outstanding taxes, including, but not limited to, ad valorem taxes which constitute liens upon the Property;
7. special assessments;
8. any home or business owner's association dues;
9. all outstanding bills for public utilities that constitute liens upon the Property;
10. all valid rights-of-way, easements, covenants, conditions, and restrictions that prime the subject mortgage, whether of record or unrecorded;
11. any and all other statutory rights of redemption pursuant to Alabama law;
12. any other matters of record superior to the subject mortgage; and
13. any mineral, mining, oil, gas and/or other form of subsurface rights and/or interests not conveyed by the subject mortgage.

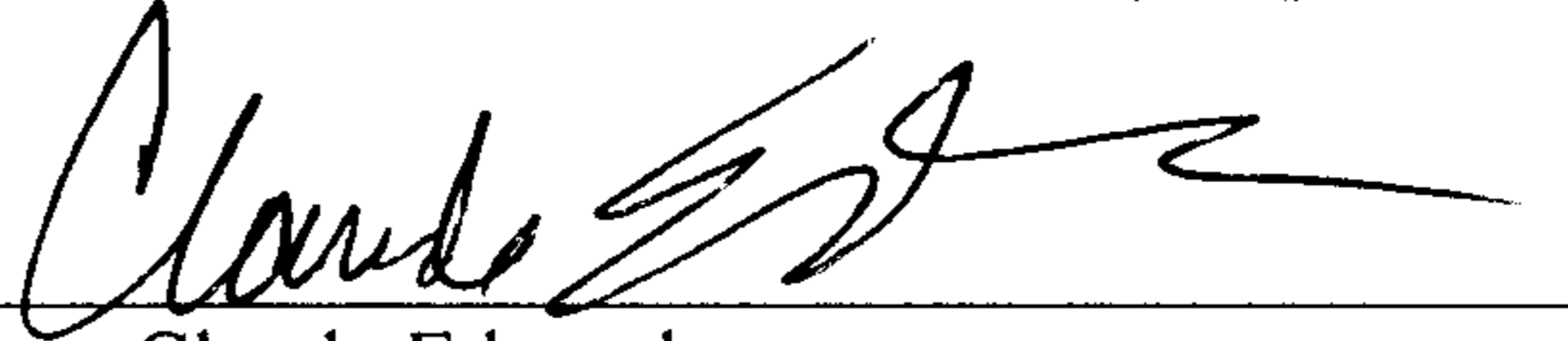
TO HAVE AND TO HOLD, unto the said Grantee, its successors, heirs and assigns forever, together with all and tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Grantor covenants and agrees with Grantee, that it has a good right to convey the above real property in fee simple, that the premises are free from all encumbrances created by grantor, except those listed above, and that it will defend the title conveyed hereby against the lawful claims of all persons claiming by, through, or under Grantor but no other.

[The remainder of this page intentionally left blank.]  
[Signatures to follow.]

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 30<sup>th</sup> day of December, 2009.


BRYANT BANK, an Alabama banking corporation.

  
By: Claude Edwards  
Its: President

STATE OF ALABAMA       )  
                                  :  
TUSCALOOSA COUNTY    )

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that CLAUDE EDWARDS whose name as PRESIDENT of BRYANT BANK, an Alabama banking 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 said 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 of office on this the 30<sup>th</sup> day of December, 2009.

  
Notary Public  
My Commission Expires. **MY COMMISSION EXPIRES MAY 4, 2011**



20091230000477220 4/4 \$1070.00  
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### **Exhibit "A"**

The Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of Section 36, Township 21 South, Range 1 East.

Also, a portion of land situated in Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  and Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 36, Township 21 South, Range 1 East, described as follows: Begin at the Southeast corner of the Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of Section 36; thence South 70 degree(s) 30 minute(s) East 660.0 feet; thence North 2 degree(s) 30 minute(s) West 138.5 feet; thence South 77 degree(s) 40 minute(s) West 245 feet; thence North 52 degree(s) 55 minute(s) West 482.0 feet to the East line of the Northeast  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of said Section 36; thence South 156.7 feet to point of beginning.

Also, that portion of the South  $\frac{1}{2}$ , of Southeast  $\frac{1}{4}$  of Section 36, Township 21 South, Range 1 East described as follows: Commence at the Southwest corner of the Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of said Section 36; thence North 2 degree(s) 30 minute(s) West 1248 feet; thence South -70 degree(s) 30 minute(s) East 660 feet; thence North 2 degree(s) 30 minute(s) West 138.5 feet; thence North 87 degree(s) 30 minute(s) East 1252.1 feet; thence South 61 degree(s) 30 minute(s) East 335.3 feet; thence continuing South 61 degree(s) 30 minute(s) East 332 feet to Coosa River; thence down Coosa River to the South line of South  $\frac{1}{2}$ , of Southeast  $\frac{1}{4}$  of said Section 36; thence South 88 degree(s) 45 minute(s) West 2242 feet to point of beginning.

LESS AND EXCEPT: All that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 21 South, Range 1 East, Shelby County, lying South of Flat Branch Creek.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payment or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all of which, including such real estate, is referenced to herein as the "Property").