



Send Tax Notices To:  
Randall L. Hillman  
432 Acer Trail  
Alabaster, Alabama 35007

  
20091014000387720 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
10/14/2009 10:51:17 AM FILED/CERT  
  
20100111000008880 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
01/11/2010 10:08:28 AM FILED/CERT

**CORRECTED**  
**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that, in consideration of Two Hundred Thousand and No/100 Dollars (\$200,000.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Commercial Bank, herein GRANTOR, does hereby grant, bargain, sell and convey unto Randall ~~I~~ Hillman, herein GRANTEE, the following described real estate, located and situated in Shelby County, Alabama described below:

**Lot 11, according to the Map of Maple Ridge Subdivision, as  
the same appears of record in the Office of the Judge of  
Probate of Shelby County, Alabama, in Map Book 37, at Page  
87.**

**This document is being re-recorded in order to correct the middle initial  
of the GRANTEE.**

All of the consideration recited above is from a mortgage filed simultaneously  
with this deed.

This conveyance, however, is subject to the following:

- A. Any valid adverse title as to minerals, oil or mining rights, easements or rights-of-way, covenants running with the land, encroachments or other matters recorded of record or which defects would be shown by a survey of the property herein conveyed.
- B. Subject to Statutory Rights of Redemption under the laws of the State of Alabama, pursuant to that certain mortgage foreclosure sale conducted on May 15, 2009.
- C. Any and all exceptions to the title listed on Exhibit "A".

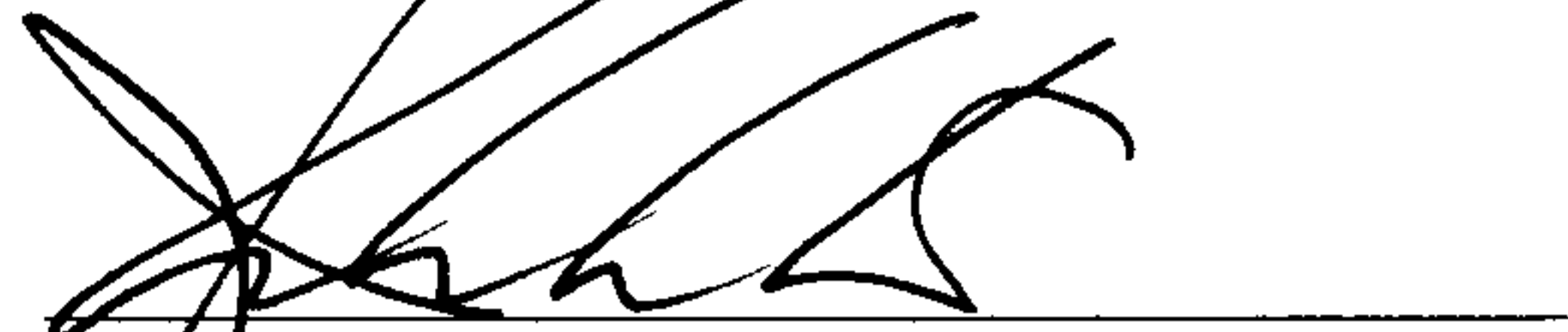
Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the GRANTEE.

IN WITNESS WHEREOF, the undersigned, has caused this instrument to be executed on its behalf by James M. Carter, Vice President of First Commercial Bank, who is duly authorized on this the 6<sup>th</sup> day of October, 2009.

First Commercial Bank



By: James M. Carter  
ITS: Vice President

STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY    )

CORPORATE ACKNOWLEDGMENT


I, the undersigned, a Notary Public in and for said County and said State, hereby certify that James M. Carter, whose name as Vice President of First Commercial Bank, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, 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 seal on this the 6 day of October 2009.

  
NOTARY PUBLIC  
My commission expires 1-29-13

This Instrument Prepared by:

Kerri W. Sheets  
First Commercial Bank  
P.O. Box 11746  
Birmingham, AL 35202

  
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## EXHIBIT A

Item 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Item 2. Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:

- (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
- (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
- (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

Item 3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.

Item 4. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.



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