

STATE OF ALABAMA)

)

STATUTORY WARRANTY DEED

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that in consideration of **Sixty Five Thousand and no/100 Dollars (\$65,000.00)** to the undersigned grantor, in hand paid by the grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **ServisFirst Bank**, a state banking corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys unto **Buck Creek Construction, Inc.** (herein referred to as "Grantee"), the following described real estate, situated in Shelby County, Alabama to wit:

Lots 217 and 218, according to the Survey of Willow Oaks, as recorded in Map Book 38, page 137, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said property.

SUBJECT TO AND EXCEPT FOR:

1. Ad Valorem Taxes for the current tax year, a lien but not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by the Grantor.
3. All easements, covenants, restrictions, building lines and other matters of record.

NOTE: All of the above stated consideration was paid with the proceeds of a mortgage recorded at Instrument No. 20070920000441340 in the office of the Judge of Probate of Shelby County, Alabama.

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

Grantee acknowledges and agrees that (a) Grantee has been given the absolute and unfettered right prior to delivery of this instrument to conduct all inspections, tests, evaluations and investigations of the property as Grantee, in Grantee's sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the property and all other aspects of the property, including, without limitation, the zoning of the property and utility availability for the property, (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the property, 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 property, (c) Grantor has not made and does not make

Shelby County, AL 02/22/2010

State of Alabama

Deed Tax : \$65.00

any covenants, representations or warranties, either express or implied, regarding the physical condition of the property or any portion thereof, the suitability or fitness of the property 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 property and (d) the property is sold and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, 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 property or any other real property surrounding, adjacent to or in close proximity with the property which may be owned by Grantor.

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20100222000052440 2/3 \$82.00
Shelby Cnty Judge of Probate, AL
02/22/2010 01:26:56 PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor by its officer, who is authorized to execute this conveyance, has executed this instrument, this the 31 day of December, 2009.

ServisFirst Bank, a state banking corporation

By: [Signature]
Name: Preston Kreed
Title: Commercial Banking Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Preston Kreed whose name as the CB of ServisFirst Bank, a state 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 conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 31 day of December, 2009.

[Signature]
Notary Public

My Commission Expires May 22, 2011
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 22, 2011
BONDED THIRD PARTY BY ALABAMA JUDICIAL DEPARTMENT

THIS INSTRUMENT PREPARED BY:

James E. Vann
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205
(205) 930-5484

SEND TAX NOTICE TO:

Buck Creek Construction, Inc.

