

This instrument prepared by:

Mary Thornton Taylor, Esquire 3570 Grandview Parkway, suite 100 Birmingham, Alabama 35243

Send tax notice to:

Chesser Plantation, Inc. 3570 Grandview Parkway, suite 100 Birmingham, Alabama 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY	

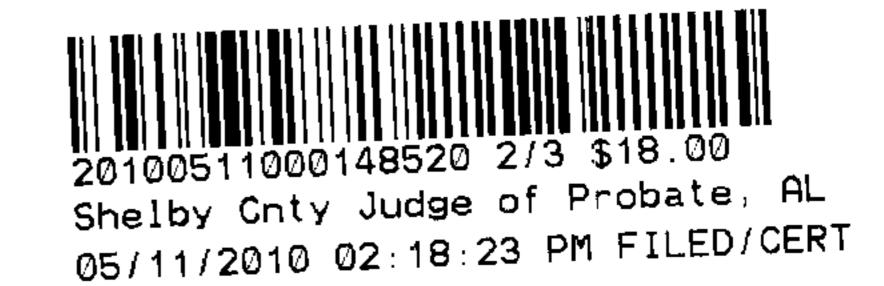
That for and in consideration of Forty-Two Thousand and No/100 Dollars (\$42,000.00) and other good and valuable consideration to the undersigned CHESSER DEVELOPMENT, LLC, an Alabama limited liability company ("Grantor"), in hand paid by THORNTON NEW HOME SALES, INC., an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 164 according to the Survey of Cottages at Chesser, Phase 2, as recorded in Map Book 38, Page 49, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

TOGETHER WITH the nonexclusive easement to use the Common Areas as more particularly described in the Cottages at Chesser Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20040511000248910 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2010 and all subsequent years thereafter;
- (2) Municipal improvements, assessments and fire district dues against subject property, if any;
- Building setback lines and easements as shown on recorded plat recorded in Map Book 33 page 45;
- (4) Transmission Line Permits to Alabama Power Company as recorded in Deed Book 127, page 317;
- (5) Easement(s) to Alabama Power Company as recorded in Instrument # 20030612000368390 in the Probate Office of Shelby County, Alabama;



- (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 April ___, 2010.

Shelby Cnty Judge of Probate, AL 05/11/2010 02:18:23 PM FILED/CERT

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 William L. Thornton, III, whose n limited liability company, is sign acknowledged before me on this dasuch officer and with full authority	name as Manager of Chesser I led to the foregoing instruments that, being informed of the contract of the cont	ent and who is known to me ontents of said instrument, he, a
liability company.	fficial seal, this the 27 day of	April 20,0
Given under my hand and of	fficial seal, this the day of	December, 2009 .
FCT: A T 1	Notary Public	Worthington
[SEAL]		

My Commission Expires:

2-8-14