This instrument prepared by:

Mary Thornton Taylor, Esquire 3570 Grandview Parkway, Suite 100 Birmingham, Alabama 35243 Send tax notice to:

Ronald and Glenda Bechtol 253 Creekside Lane Pelham, Alabama 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)

20100521000160820 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 05/21/2010 10:48:26 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Thousand and No/100 Dollars (\$200,000.00) to the undersigned Thornton New Home Sales, Inc., an Alabama corporation ("Grantor"), in hand paid by Ronald Bechtol and Glenda Bechtol ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 193 according to the Final Plat of Holland Lakes, Sector Three, as recorded in Map Book 37, Page 85, 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 Holland Lakes Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20050425000196100 in the Probate Office of Shelby County, Alabama, as amended by the First Amendment thereto recorded as Instrument # 20050602000267270 in said Probate Office and the Second Amendment thereto recorded as Instrument # 20070312000109050 in said Probate Office, and as may be further amended from time to time (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration" which is incorporated herein by reference in its entirety).

Title is vested in Thornton New Home Sales, Inc., as survivor in its merger with Holland Lakes, Inc.

\$200,000.00 of the purchase price stated above was paid from the proceeds advanced from a mortgage loan closed contemporaneously herewith to The Bank of America.

The Property is conveyed subject to the following:

- (1) Ad valorem taxes due and payable October 1, 2010 and all subsequent years thereafter;
- (2) Mineral and mining rights not owned by Grantor;
- (3) Municipal improvements, assessments and fire district dues against subject property, if any;

- (4) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 37, Page 85 as recorded in said Probate Office; and
- (5) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

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, releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability claims and causes of action 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 or arising out of any past, present or future soil, surface and/or subsurface conditions, known or unknown, (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.

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

IN WITNESS WHEREOF, the said Thornton New Home Sales, Inc., an Alabama corporation, by its Vice President, Steven R. Chester, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28th day of April, 2010.

THORNTON NEW HOME SALES, INC., an Alabama corporation

By:_

STEVEN R. CHESTER VICE PRESIDENT

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steven R. Chester, whose name as Vice President of THORNTON NEW HOME SALES, INC., an Alabama 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, 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 this the 28th day of April, 2010/

SEAL

Notary Public

My Commission Expires:

2-12-12