

Mailing Address for Tax Purposes:
Rush Franklin
110 Holland Cove
Pelham, AL 35124

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION to the undersigned paid by the Grantee herein, the receipt of which is hereby acknowledged, the undersigned, Auto-Owners Insurance Company, a Michigan Corporation (herein referred to as GRANTOR), has GRANTED, BARGAINED, SOLD and does by these presents GRANT, BARGAIN, SELL AND CONVEY unto Rush Franklin, his heirs and assigns, (herein referred to as GRANTEE), the following described real estate, situated in the County of Shelby and State of Alabama, to-wit:

Lot 108, according to the Survey of Holland Lakes, 1st Sector, as recorded in Map Book 34, page 85, in the Probate Office of Shelby County, Alabama.

\$175,535.00 of the purchase price was derived from mortgage loan closed simultaneously herewith

See attachment to Special Warranty Deed, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD to the said GRANTEE, Rush Franklin, forever.

IN WITNESS WHEREOF, Auto-Owners Insurance Company, a Michigan Corporation, has caused this instrument to be executed in its name by its undersigned officers, this the 13th day of May, 2010.

Auto-Owners Insurance Company,
a Michigan Corporation

By: [Signature]
S.R. Birn,
Its: First Vice President, Secretary, and General Counsel

By: [Signature]
W.F. Woodbury,
Its: Vice President, Associate Secretary, and
Associate General Counsel

THE STATE OF MICHIGAN)
COUNTY OF EATON)

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that S. R. Birn, whose name as First Vice President, Secretary, and General Counsel and W.F. Woodbury, whose name as Vice President, Associate Secretary, and Associate General Counsel, of Auto-Owners Insurance Company, a Michigan Corporation are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as said First Vice President, Secretary, and General Counsel, and Vice President, Associate Secretary, and Associate General Counsel executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 13th day of May, 2010.

SEAL

[Signature]

Notary Public

My Commission Expires

ERIN SPINNER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Oct. 20, 2012
Acting in the County of Eaton


THIS INSTRUMENT PREPARED BY:
David A. Bedgood
160 Yeager Parkway, Suite 200B
Pelham, Alabama 35124

ATTACHMENT TO SPECIAL WARRANTY DEED
FOR
110 HOLLAND COVE, PELHAM, AL 35124

LEGAL DESCRIPTION: Real Property in Shelby County, Alabama, described as follows: Lot 108, according to the Survey of Holland Lakes, 1st Sector, as recorded in Map Book 34, Page 85, in the Probate Office of Shelby County, Alabama. This being the same property conveyed by James L. Lannin and Brenna C. Lannin, husband and wife, by deed March 27, 2009, to Auto-Owners Insurance Company, a Michigan Corporation, recorded on March 30, 2009, as Document Number: 20090330000115310 in records of Shelby County, AL, Probate Court. Locally known under the present system of numbering as: 110 Holland Cove, Pelham, AL 35124

Grantor covenants that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend only that title against the lawful claims of all persons claiming by, under or through Grantor, but against no other claims, or persons, subject to each of the following: All building and use restrictions; Zoning, building and housing restrictions and ordinances and state and federal regulations relating to the use of the Property and/or improvements; Any restrictions relating to the use or any Improvement of the Property; Utility and drainage easements; All easements of record or readily observable on the Property; Any easements or encroachments identified or readily identified by an ALTA survey if Grantee had had an accurate, up-to-date, stake boundary survey performed; Any defects, exception or exclusion from coverage specified in the title insurance commitment; Legal highways and streets; All taxes and assessments which are a lien but not yet due and payable until after Closing; Location of boundary lines; Unrecorded sewer, sanitation, and paving assessments; Easements created by usage or time or any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any; Presence of unknown hazardous substances, underground tanks, oil or natural gas wells (plugged or unplugged), abandoned water wells, farming operations and/or private burial sites located on, or near, the Property; The Property, improvements, fixtures, equipment and any personal property included in the sale in "AS IS" condition without any representation or warranty; Ad valorem taxes for the current year (prorated through the date of Closing); Utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, and operation of smoke detectors, heat detectors, carbon monoxide detectors, and radon detectors on, or the presence of radon gas on or in, the Property and improvements; Grantee releasing, indemnifying, holding harmless, and defending Grantor for the presence, existence and/or conditions causing radon gas, black mold, bacteria, mold, mildew, fungi, or other airborne pathogens on and/or in the Property or improvements; Grantee indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, removal, abatement, or presence of EIFS and/or lead-based paint, and/or asbestos on, or in, the Property and improvements; Any termite infestation and any damage to the Property and/or improvements caused by wood-destroying organisms or fungi; Any prior mineral reservations or conveyances, together with release of damages, of minerals of every kind and character, including but not limited to, oil, gas, sand, and gravel in, on, and under the Property; and any applicable restrictive covenants, conditions and easements; rights or claims of parties in possession not shown in public records, encroachments, overlaps, variations in area or measurements, boundary line disputes, roadways, and matters not of records, including lack of access, which would be disclosed by an accurate up to date survey and inspection of the Property; Reservations contained in the Patent from the United States of America for mining, agriculture, manufacturing, or other purposes as may be recognized and acknowledged by the local customs, laws and decisions of courts; Any EIFS (Exterior Insulating Finishing System) and/or dryvit on the Property or improvements; Reservations contained in the Patent from the United States of America; Restrictions upon the use of the Property and/or improvements not appearing in the chain of title to the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules and/or regulations pertaining to the installation, maintenance, use, and operation of any pool and barriers around the pool, if any; Grantee releasing and indemnifying Grantor, Grantor's officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including attorneys' fees), relating to the presence of radon gas, asbestos, mold, toxic, hazardous, or other environmentally dangerous substances in, or about the Property which claim is made by Grantee, or any person Grantee allows to reside in or about the Property or to come into contact with the Property; Covenants, restrictions, reserved easements, easements and/or servitudes; Any lease, grant, exception, or reservation of mineral or mineral rights appearing in the public records; Any violation, variation, or encroachment of a boundary wall or fence; Rights or claims of parties in possession of the Property not shown by the public record; Easement or claims of easements not shown by the public records; Encroachments, overlaps, boundary line disputes and any matters which a correct survey and inspection of the land would disclose and which are not shown by the public record; All restrictions, easements, agreements, conditions, and any other matters as shown of records; Mineral and Mining Rights recorded in Deed Book 303, Page 226; Covenants and Restrictions recorded in 20050406000199570, 20050425000196100, and 20050602000267270; Easement to Alabama Power Company recorded in 20040910000506170; Easement to South Central Bell Telephone Company recorded in Book 12, Page 150 and Book 20, Page 150; Sewer Easement to the City of Pelham recorded in 1999-18787; Easement to the City of Pelham recorded in Deed Book 337, Page 525; Right of Way to Colonial Pipeline Company recorded in Deed Book 269, Page 203; Right of Way to Shelby County recorded in Deed Book 167, Page 462; Deed Book 167, Page 465; Deed Book 167, Page 467; Deed Book 169, Page 59; Deed Book 271, Page 748; Deed Book 256, Page 868 and Deed Book 102, Page 419; Right of Way to Southern Natural Gas Company recorded in Deed Book 90, Page 281 and Deed Book 90, Page 461; Easement to Postal Telegraph Cable Company recorded in Deed Book 90, Page 36 and Deed Book 90, Page 40; Easement to AT&T recorded in Deed Book 168, Page 476; Agreement for Water Line Easement recorded in 1993-22320; Transmission Line Permit to Alabama Power Company recorded in Deed Book 113, Page 52; Deed Book 113, Page 05; Deed Book 107, Page 533, Deed Book 102, Page 205; Deed Book 141, Page 506; Deed Book 170, Page 262; Deed Book 55, Page 454 and Deed Book 92, Page 437' Articles of Incorporation for Holland Lakes Owner's Association, Inc. recorded in 200506-3900 and

200616-25912 in the Probate Office of Jefferson County, Alabama; Rights of the United States, State of Alabama, or other parties in and to the bed, shore and waters of Buck Creek; The Property having a 15' easement and an 18' concrete pipe across the north side of the Property; The Property is located in Zone AE, Zone X shaded, and Zone x unshaded on Flood Insurance Rate Map, Community Panel No. 011170214D, City of Pelham, Shelby County, Alabama, effective date of September 29, 2006, and is in a Special Flood Hazard; The Property having a 5' easement across the east side of the Property and the driveway to the residence and sidewalk to the residence being constructed over that easement, which may require the owner of the Property to repair and/or replace the sidewalk at the owner's expense in the event any work needs to be performed in that easement area; The Property does not necessarily abut the 50' right-of-way of Holland Cove; The Property, improvements, fixtures, equipment and any personal property subject to and on an "AS IS", and "WHERE IS", and "WITH ALL FAULTS" basis, without any warranties, express or implied, arising by operation of law, including, without limitation, condition, habitability, merchantability, or fitness for a particular purpose, saving and excepting only the limited warranty herein.


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Shelby Cnty Judge of Probate, AL
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