

THIS INSTRUMENT PREPARED BY AND UPON

SEND TAX NOTICE TO:

RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

First Commercial Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attention: Mike Carter

**TITLE NOT EXAMINED, REVIEWED OR
CERTIFIED BY PREPARER**



20100928000319900 1/4 \$251.00
Shelby Cnty Judge of Probate, AL
09/28/2010 02:21:44 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 28th day of September, 2010 by **RENEE LEIGH HIGHTOWER**, an unmarried woman, and **RODNEY C. HIGHTOWER, SR.**, an unmarried man (collectively, "Grantor"), in favor of **SYNOVUS BANK, FORMERLY KNOWN AS COLUMBUS BANK AND TRUST COMPANY, AS SUCCESSOR IN INTEREST THROUGH MERGER AND BY NAME CHANGE TO FIRST COMMERCIAL BANK**, a Georgia banking corporation ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama, to wit:

Lot 14, according to the Map and Survey of Chelsea Station, as recorded in Map Book 38, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, but without limitation, the Declaration of Protective Covenants, Conditions and Restrictions for Chelsea Station, a Residential Subdivision dated as of August 27, 2007 and recorded as Instrument Number 20070829000407640 in the Probate Office and all amendments thereto (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*
3. Mining and mineral rights not owned by Grantor.

4. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.
6. The remaining terms, covenants, releases and agreements set forth in this Deed.

Grantee, by acceptance of this Deed, acknowledges, covenants and agrees for itself and its successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its 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;

(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, whether there has occurred or may occur in the future any settling or subsidence of any portion of the Property and 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 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, any matters which would be disclosed by a current and accurate survey of the Property, whether any settling or subsidence of the Property has occurred or may occur at any time in the future, or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

(d) Grantee accepts the physical and environmental condition of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title;

(e) Grantee, for Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, 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, settling or subsidence of any portion of the Property, 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 or any affiliates thereof;

(f) Grantee acknowledges receipt of a copy of the Declaration and the Articles of Incorporation and Bylaws of the Association;

(f) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

(g) No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either; and

(h) All of the foregoing terms and provisions of this Deed shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.


Renee Leigh Hightower


Rodney C. Hightower, Sr.

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that RENEE LEIGH HIGHTOWER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of Sept., 2010.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 1/23/11

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that RODNEY C. HIGHTOWER, SR., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of Sept., 2010.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 1/23/11