

THIS INSTRUMENT PREPARED BY:

Richard W. Theibert, Attorney
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Shelby County, AL 11/09/2010
State of Alabama
Deed Tax : \$16.00

Send Tax Notice to:
Legacy Building & Development, L.L.C.
12 Montagel Way
Birmingham, AL 35242

STATE OF ALABAMA)
)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Two Hundred Eighty-Seven Thousand Eight Hundred Fifty-Six and No/100, (\$287,856.00) Dollars, in hand paid by the grantees herein, the receipt whereof is acknowledged, Superior Bank, a banking corporation, (herein referred to as "GRANTOR"), does grant, bargain, sell and convey unto Legacy Building & Development, L.L.C., (herein referred to as "GRANTEES"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 486, according to the Survey of Caldwell Crossings, Fourth Sector, Phase Two, as recorded in Map Book 36, Page 149, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2011, not yet due and payable.
2. Subject to the outstanding statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama and the United States of America by virtue of a foreclosure sale held on October 5, 2010. Said statutory right of redemption arises out of that certain foreclosure deed recorded in Instrument #20101005000328860 in the Office of the Judge of Probate of Shelby County, Alabama. Said rights to expire one (1) year from date of foreclosure, i.e. October 5, 2011.
3. Restrictions as shown by recorded map.
4. Building line(s) as shown by recorded map.
5. Easement(s) as shown by recorded map.
6. Right of Way granted to Alabama Power Company by instrument recorded in Book 220, Page 67 and Book 217, Page 750, Instrument 20050803000391990, Instrument 20050803000391980, Instrument 20060201000052420 and Instrument 20040204000057770 in the Probate Office of Shelby County, Alabama.
7. Agreement with City of Hoover recorded in Instrument 20050322000127490, in the Probate Office of Shelby County, Alabama.
8. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions, and Restrictions recorded in Misc. Volume 27, Page 381, Instrument 20060426000194980 and Instrument 20050322000127490 and in Instrument 20050413000172750 and Instrument 20050413000172740.
9. Easement recorded in Instrument 1993-31528 and Instrument 1993-31529 in the Probate Office of Shelby County, Alabama.
10. Title to all minerals within and underlying the premises, together with all 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 Real Volume 319, Page 293, in the Probate Office of Shelby County, Alabama.


\$272,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR.

IN WITNESS WHEREOF, Superior Bank, a banking corporation, by Marks Davidson whose name as Vice President, has hereto set his signature and seal, this 22nd day of October, 2010.

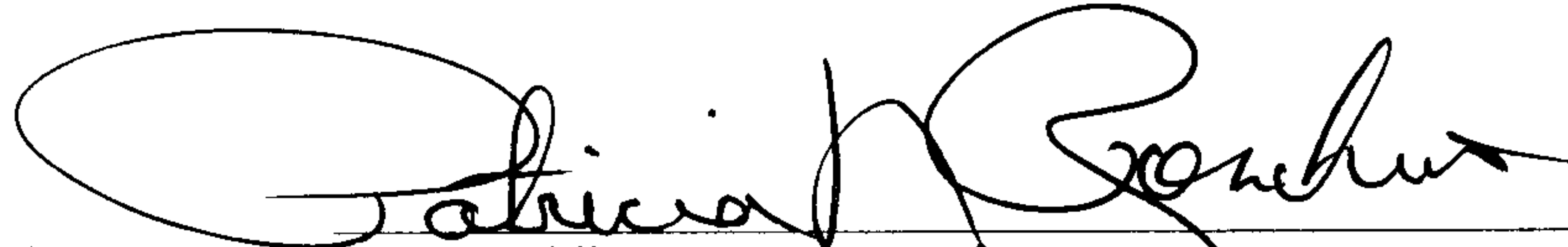
Superior Bank

 (SEAL)
BY: Marks Davidson
ITS: Vice President

STATE OF ALABAMA)
) CORPORATE ACKNOWLEDGMENT
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in an for said County and State hereby certify that Marks Davidson whose name as Vice President of Superior Bank, a 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this 22nd day of October, 2010.


Notary Public
My commission expires: 2-20-2013

[notarial seal]