



20110815000239410 1/6 \$1877.00
Shelby Cnty Judge of Probate, AL
08/15/2011 11:15:54 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Jennifer Powell Miller
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

15 South Lake LN
Hoover, AL 35244

STATUTORY WARRANTY DEED

STATE OF ALABAMA

)

)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

)

THAT FOR AND IN CONSIDERATION OF One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00) and other good and valuable consideration in hand paid to Compass Bank, an Alabama banking corporation (the "Grantor") by AFK Land, LLC, an Alabama limited liability company (the "Grantee"), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto Grantee that certain real estate situated in Shelby County, Alabama more particularly described on Exhibit A hereto (the "Property"), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT, HOWEVER, to the following:

As to all parcels:

1. The lien for current ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title as to the land described on Exhibit A hereto, concerning the Property or this conveyance from or on behalf of Grantor;

7. Any outstanding rights of redemption, including without limitation any statutory right of redemption running for a period of one year from (i) the foreclosure of Parcel A relating to that certain Foreclosure Deed recorded on December 21, 2010 in the office of the Probate Judge of Shelby County, Alabama at Instrument Number 20101221000428810 and (ii) the foreclosure of Parcel B relating to that certain Foreclosure Deed recorded on October 11, 2010 in the office of the Probate Judge of Shelby County, Alabama at Instrument Number 20101011000336990 as corrected by that certain Corrective Foreclosure Deed recorded on November 1, 2010 in the office of the Probate Judge of Shelby County, Alabama at Instrument Number 20101101000364930.
8. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title as to the land described on Exhibit A hereto including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.
9. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.
10. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
11. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

As to Parcel A:

1. No additional exceptions.

As to Parcel B:

1. Easement Agreement as recorded in Instrument No. 2009-5962; Instrument No. 2009-11279; Instrument No. 1992-10391; Instrument No. 1996-40474; Instrument No. 2009-11723; Instrument No. 2009-11275 and Instrument No. 2009-15848, all in the Office of the Judge of Probate of Shelby County, Alabama.
2. Right-of-way granted to Alabama Power Company recorded in Deed Volume 207, Page 223 in the Office of the Judge of Probate of Shelby County, Alabama.
3. Right-of-way as recorded in Shelby Real 122, Page 787 and Shelby Real 76, Page 719 in the Office of the Judge of Probate of Shelby County, Alabama.

As to Parcel C:

1. Easement granted to Colonial Pipeline recorded in Volume 220, Page 503 in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to the Grantee and Grantee's heirs, successors and assigns forever;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 12th day of August, 2011.

[signature page follows]



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GRANTOR:

COMPASS BANK

By: [Signature]
 Name: Matthew Hickey
 Its: VP

STATE OF Texas)
 COUNTY OF Dallas)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matthew Hickey whose name as Vice President of **Compass Bank**, an Alabama banking corporation, 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 the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11 day of August, 2011.

[Signature]
 Notary Public
 My commission expires: 06-01-2014

[NOTARIAL SEAL]

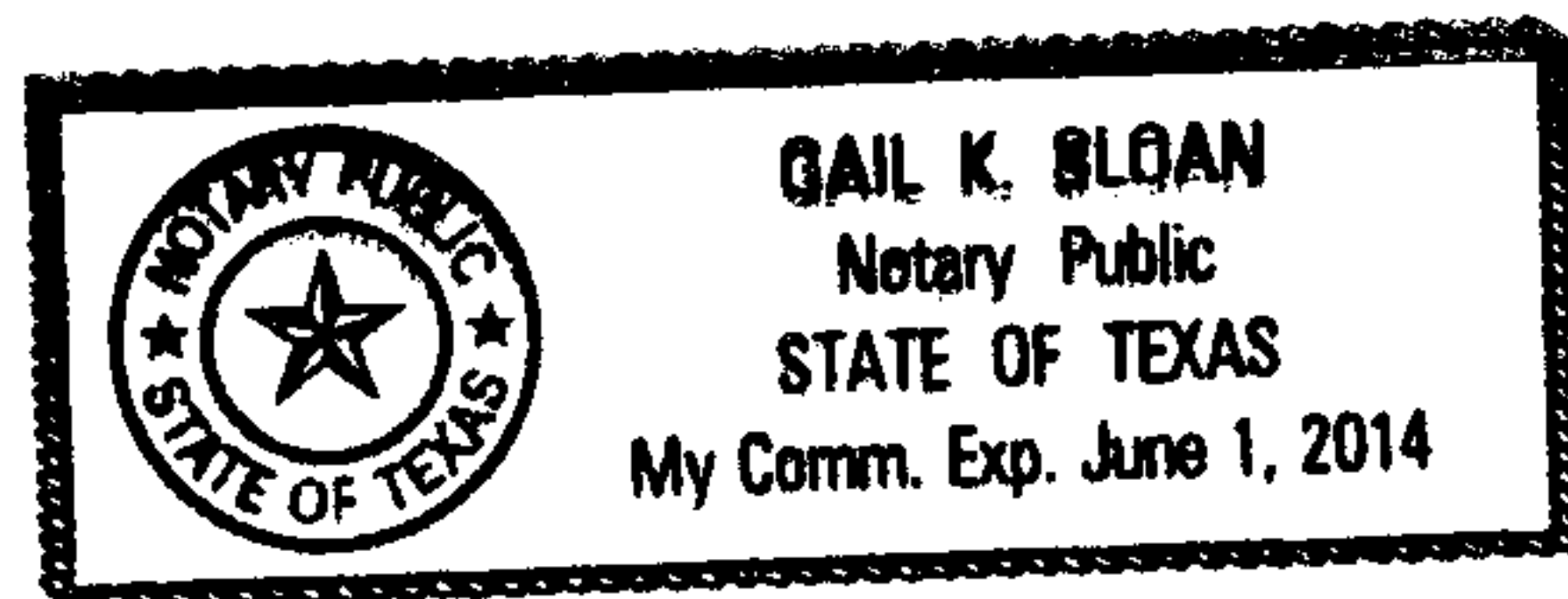


Exhibit A to Statutory Warranty Deed

Legal Description

PARCEL A:

Lot 1, according to the Survey of 29 Dreams, as recorded in Map Book 28, page 38, in the Probate Office of Shelby County, Alabama.

Less and except any portion of subject property lying within a road right of way or railroad right of way.

PARCEL B:

All of Section 27, Township 18, South, Range 1 East, Less and except forty (40) acres, more or less, deeded to Lenn Waters Morris in Deed Book 2001, Page 04853, and Thirteen (13) acres, more or less, deeded to Leroux Entertainment Corporation (Twin Pines Resort and Conference Center) in Deed Book 1998, Page 597, in Shelby County, Alabama.

Also less and except Property conveyed to Lenn Waters Morris in Deed recorded in Instrument 20090323000106230.

Also Less and Except Lots 1 and 2, according to the survey of Laura Grills Family Subdivision, as shown in map Book 41, Page 45, in the Probate Office of Shelby County, Alabama. Together with easement rights to that certain access easement as set out on the survey of Laura Grills Family Subdivision, as shown in map Book 41, Page 45, in the Probate Office of Shelby County, Alabama, more particularly described in Instrument 20090727000287180.

Subject to that certain Easement Agreement recorded at Instrument 20090219000059620.

PARCEL C:

That part of the Northwest quarter of Section 33, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of said section and run in an easterly direction along the north line of said section for a distance of 2396.19 feet to the Northwest corner of Lot 1, Sunnybrook Subdivision, as recorded in Map Book 6, Page 61, in the Probate Office of Shelby County, Alabama; thence turn an interior angle of 92 degrees 43 minutes 37 seconds left and run southerly along the west line of said Lot for a distance of 300.79 feet to a point on the north line of Lot 2 of said subdivision and the southerly right of way line of Sunny Brook Drive; thence turn an interior angle of 87 degrees 46 minutes 00 seconds left and run westerly along the north line of said Lot for a distance of 87.03 feet; thence turn an interior angle of 271 degrees 47 minutes 10 seconds left and run southerly for a distance of 246.51 feet; thence turn an interior angle of 270 degrees 05 minutes 20 seconds left and run easterly for a distance of 50.00 feet to the Southwest corner of said Lot and the Northwest corner of Lot 3 of said subdivision, thence turn an interior angle of 89 degrees 55 minutes 00 seconds left and run southerly along the west

line of said Lot for a distance of 260.00 feet to the Southwest corner of said Lot; thence turn an interior angle of 269 degrees 05 minutes 08 seconds left and run easterly along the south line of said Lot for a distance of 283.84 feet to the Southwest corner right of way line of Sunny Brook Drive and the east line of the Northwest quarter of said section; thence turn an interior angle of 90 degrees 54 minutes 07 seconds left and run southerly along said quarter line for a distance of 12.26 feet to a point on the northwesterly right of way line of a Gas Line; thence turn an interior angle of 131 degrees 00 minutes 35 seconds left and run southwesterly along said right of way line for a distance of 763.56 feet to a point on the south line of the Northeast quarter of the Northwest quarter of said section; thence turn an interior angle of 136 degrees 51 minutes 00 seconds left and run westerly along said quarter-quarter line for a distance of 746.68 feet to the Southwest corner of said quarter-quarter section; thence turn an interior angle of 271 degrees 53 minutes 19 seconds left and run southerly along the east line of the southwest quarter of the northwest quarter of said section for a distance of 1335.21 feet to the Southeast corner of said quarter-quarter section; thence turn an interior angle of 88 degrees 07 minutes 26 minutes left and run westerly along the south line of said quarter-quarter section for a distance of 1324.69 feet to the Southwest corner of said quarter-quarter section; thence turn an interior angle of 91 degrees 56 minutes 53 seconds left and run northerly along the west line of said quarter-quarter section for a distance of 2675.45 feet to the POINT OF BEGINNING. Said parcel contains 4,926,470 square feet or 113.10 acres more or less.