

20110915000273990 1/5 \$796.00
Shelby Cnty Judge of Probate, AL
09/15/2011 03:27:09 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

April McKenzie Mason
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, AL. 35203

SEND TAX NOTICE TO:

Chelsea Commercial Holdings, LLC
c/o Compass Bank
REO Asset Manager, East Region
15 South 20th Street, 2nd Floor
Birmingham, AL 35233

STATE OF ALABAMA

STATUTORY WARRANTY DEED

COUNTY OF SHELBY

WHEREAS, pursuant to a certain Plan of Distribution (the "**Plan of Distribution**"), the members ("**Members**") of EDDLEMAN PROPERTIES II, LLC ("**Grantor**") authorized the property described on **Exhibit A** attached hereto (the "**Property**") to be distributed to the Members of EPII;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement (the "**Assignment and Assumption**"), the Members assigned to Park Homes, LLC ("**PH**"), for and as their respective capital contributions, their right to receive the distribution of the Property pursuant to the Plan of Distribution; and

WHEREAS, pursuant to that certain Acknowledgement and Assignment Agreement, PH acknowledged the capital contribution of the Members, and PH assigned its right to receive the Property to Grantee (as defined herein) and directed Grantor to convey the Property to Grantee.

KNOW ALL MEN BY THE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by CHELSEA COMMERCIAL HOLDINGS, LLC, an Alabama limited liability company ("**Grantee**"), to Grantor, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee the Property, together with the improvements located thereon and all of Grantor's right, title and interest in and to any rights, benefits, privileges, leases, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto.

This Deed is made and accepted expressly subject to the following:

1. 2011 ad valorem taxes which are a lien but not yet due and payable;
2. Easements, liens and restrictions of record.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractor, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of action whether arising at law (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over property herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the subject property and is purchasing the property in reliance thereof. For purposes of this paragraph, Grantor shall mean and refer to Eddleman Properties II, LLC, and (i) its members, managers, officers, employees and (ii) any successors and assigns of Eddleman Properties II, LLC.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, in fee simple forever.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Deed and set its hand and seal hereunto, effective as of the 9th day of September, 2011.

WITNESS:

Apal Eddleman

EDDLEMAN PROPERTIES II, LLC

Douglas D. Eddleman

By: Douglas D. Eddleman

Its: Manager

Billy D. Eddleman

By: Billy D. Eddleman

Its: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Ellen C. Prescott, a notary public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Manager of **EDDLEMAN PROPERTIES II, LLC**, a limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18th day of August, 2011.

Ellen C. Prescott

Notary Public

[Notarial Seal]

My Commission Expires: 2/3/12



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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Ellen C. Prescott, a notary public in and for said county in said state, hereby certify that Billy D. Eddleman, whose name as Manager of **EDDLEMAN PROPERTIES II, LLC**, a limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18th day of August, 2011.

Ellen C. Prescott

Notary Public

[Notarial Seal]

My Commission Expires: 2/3/12




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EXHIBIT A

Legal Description - Little A

All that part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama, lying South of the South right of way line of U.S. Highway #280 and Northwest of the Northwest right of way line of Shelby County Highway #440 and East of the center line of Hargis Retreat Creek. Being situated in Shelby County, Alabama.



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Shelby County, AL 09/15/2011
State of Alabama
Deed Tax:\$772.00