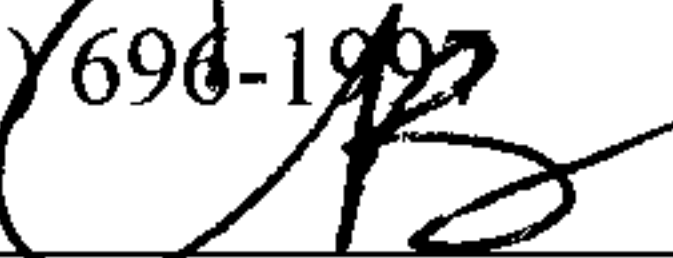




20120712000248260 1/5 \$51.00
Shelby Cnty Judge of Probate, AL
07/12/2012 10:49:42 AM FILED/CERT

Instrument prepared by: Cassie Bedgood EH Pooled 1111 LP (Asset #:111105-007) 1901 W. Braker Ln #D200 Austin TX 78758 (512) 696-1999 By: 	RETURN TO:	Grantee - New property owner and Send tax statements to: Clarence Allen and Elaine Allen 49 Woodhaven Lane Sterrett, AL 35147
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Parcel/Tax ID No: 04-1-11-0-001-073-000

SPECIAL/LIMITED WARRANTY DEED

THIS DEED, made this July 6, 2012, by and between EH Pooled 1111 LP, a Texas limited partnership, whose mailing address is 1901 West Braker Lane, Suite D200, Austin, TX 78758, Grantor, conveys unto Clarence Allen and Elaine Allen, whose mailing address is 49 Woodhaven Lane, Sterrett, AL 35147, Grantee

WITNESSETH: That for and in consideration of the sum of Twenty-Seven Thousand and 00/100 (\$27,000.00) Dollars cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, in fee simple, with Special and/or Limited Warranty of Title, unto the Grantees, the following described lots, tracts or parcels of land in **SHELBY County, AL:**

Property Address: 53126 Hwy 25, Vandiver, AL 35176

See Exhibit "A" attached hereto and made a part hereof.

Source of Title Deed Instrument # 20120109000008870.

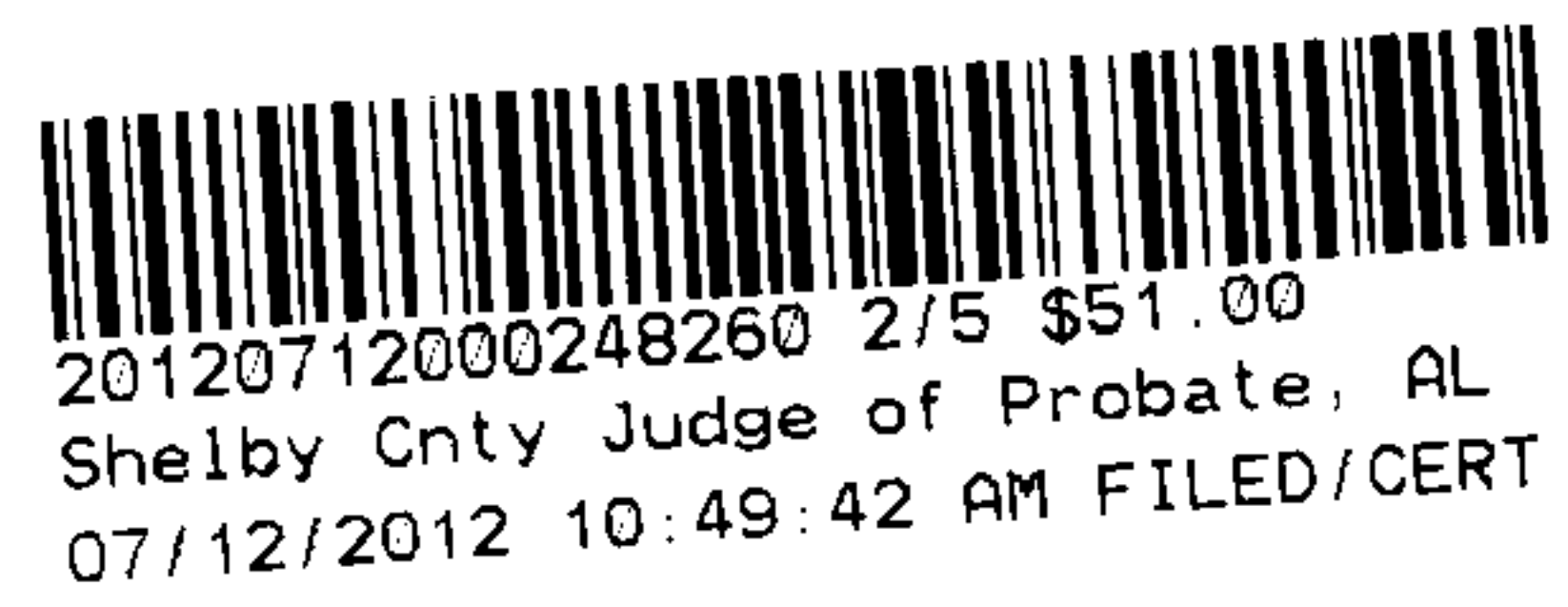
Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title. Subject to taxes, covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Without limiting the special warranty of title herein contained, grantor and grantee agree that by the conveyance of the property, grantor makes no warranties or representations, oral or written, express or implied, concerning the condition or value of the property herein described, or any improvements related thereto, including, but not limited to, any warranty of safety, habitability, merchantability or fitness for any purpose. Grantee has carefully inspected the property (or has been afforded a reasonable opportunity to do so) and, by the acceptance of this deed, accepts the property "as is" and "where is", with all faults and in its present condition, including, but not limited to, any latent or patent faults or defects, whether above, on, or below ground, and further including all risk or danger (if any) related to electro-magnetic or high voltage fields, exposure to radon, and all other environmental conditions whatsoever. In no event shall grantor be liable to grantee, its successors or assigns in title, for any damages to property or persons, whether direct, indirect or consequential, or any loss of value or economic benefit whatsoever, related to any present or future condition of or affecting the property or improvements, except only as to those matters warranted in grantor's special warranty of title.

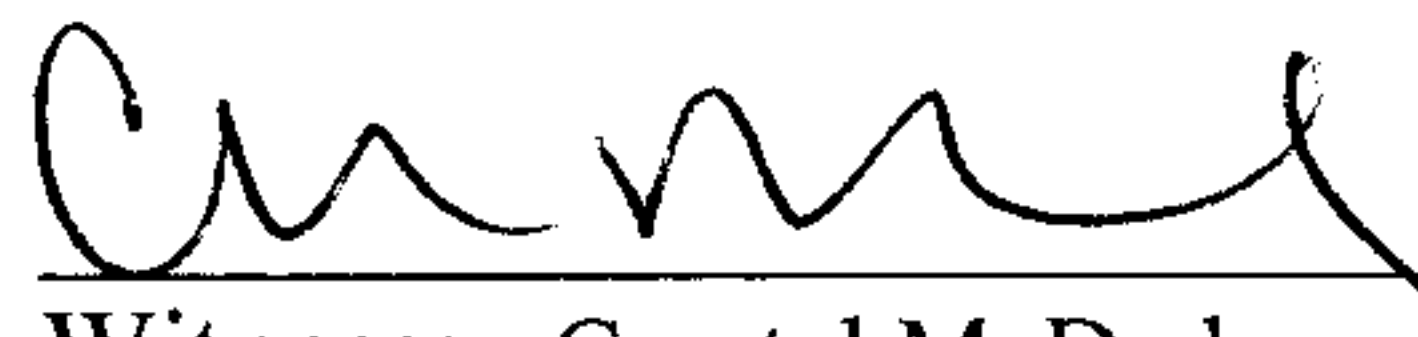
TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only property use, benefit and behalf of the grantee forever.

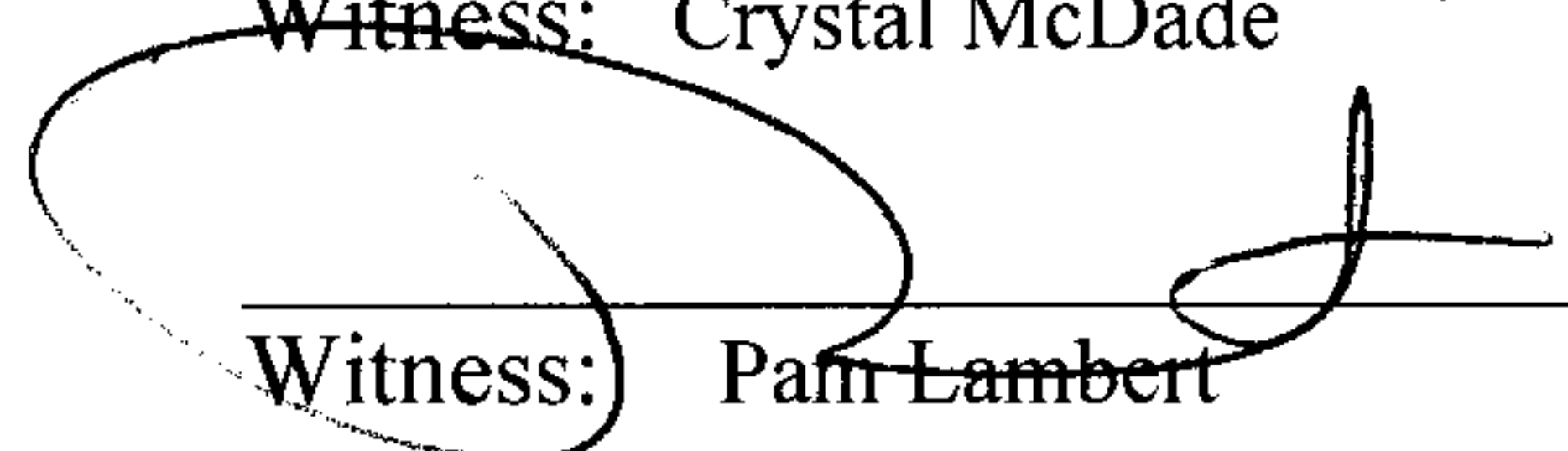
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good, right and lawful authority to sell and convey said land; that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomever and warrants title against all persons claiming under me.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Right of tenants in possession.



IN WITNESS WHEREOF, EH Pooled 1111 LP, a Texas limited partnership through its duly authorized officer caused this instrument to be signed this July 6, 2012.



Witness: Crystal McDade


Witness: Pam Lambert

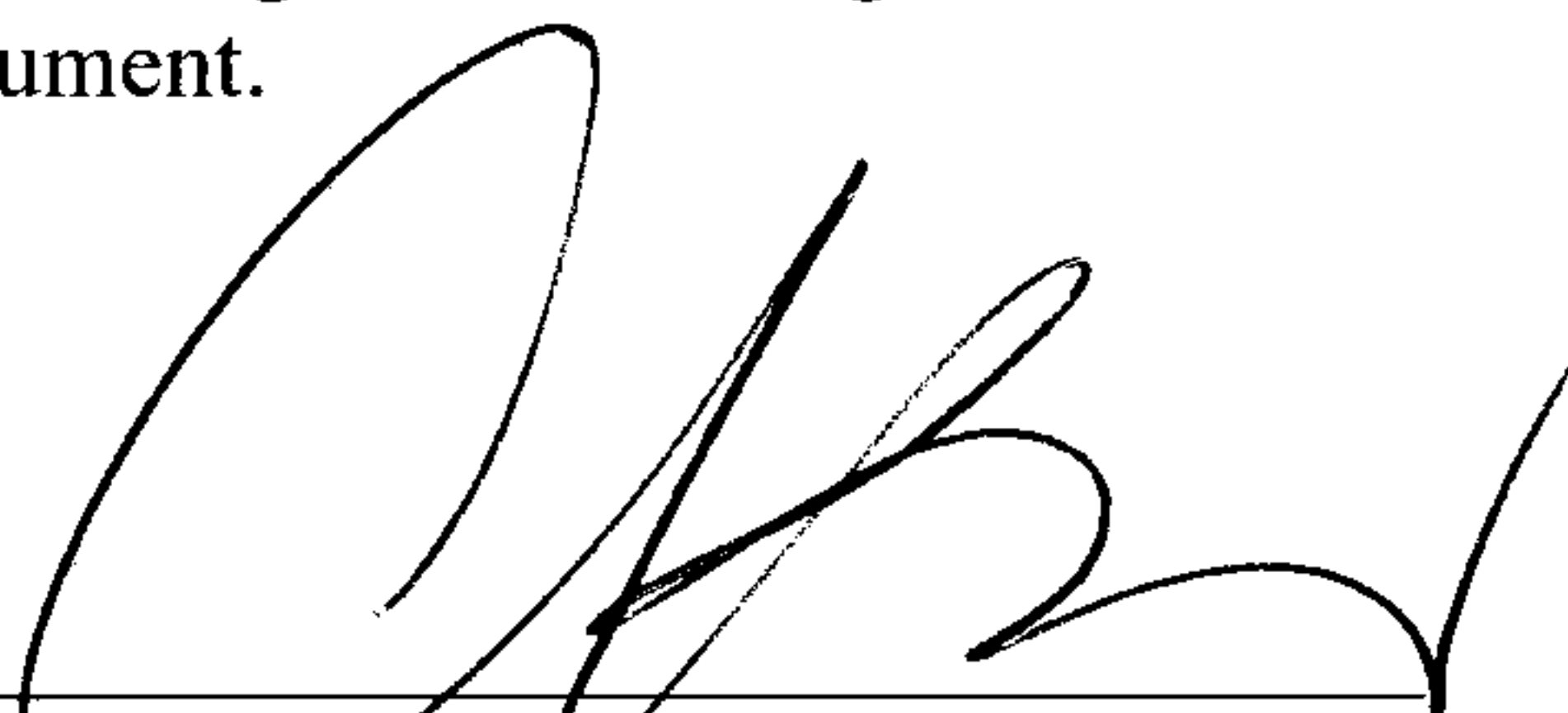
EH Pooled 1111 LP
a Texas limited partnership
By: EH GP, LLC, a Texas LLC
Its: General Partner

By: 

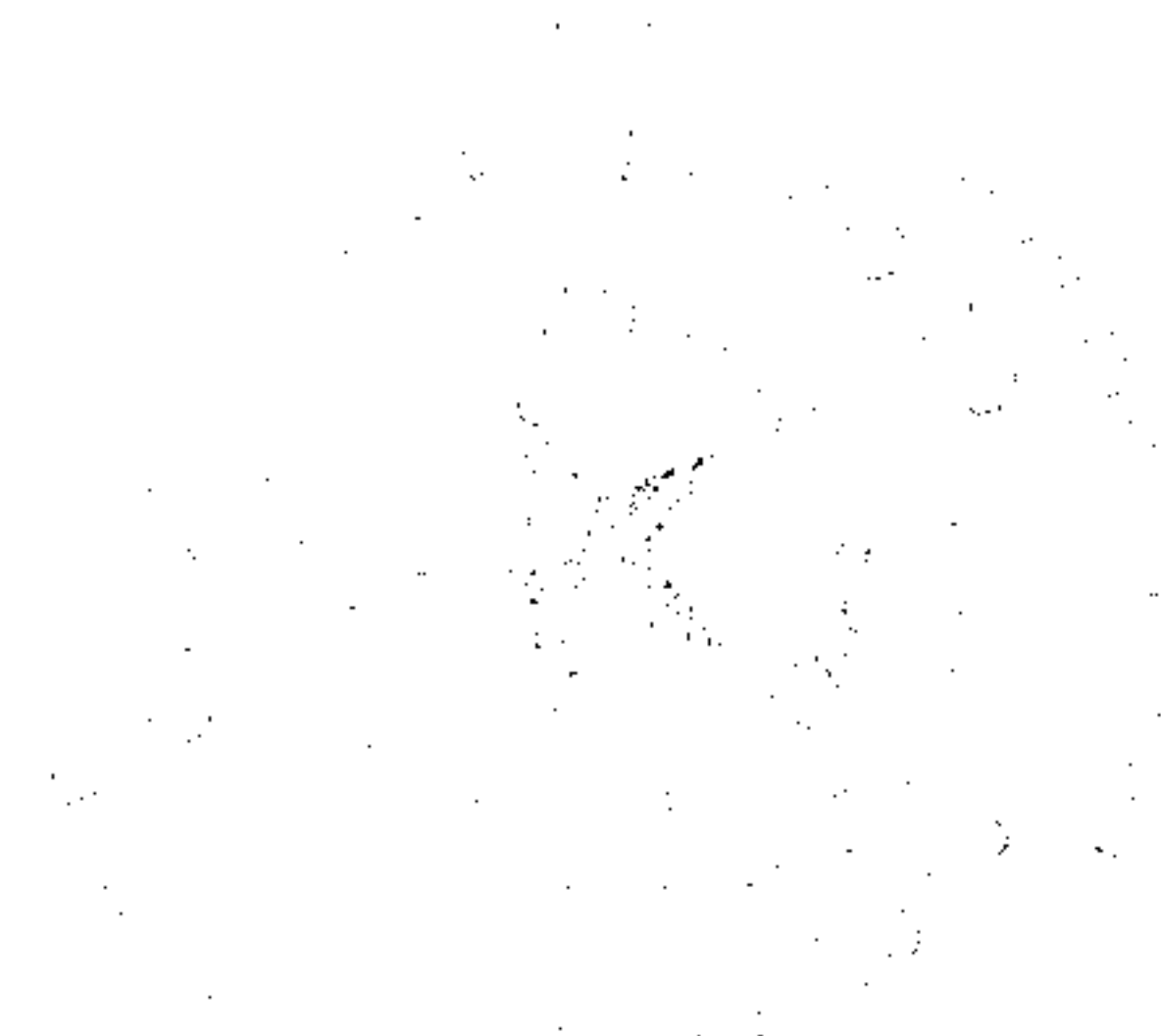
Name: Amielle Plouff
Title: Manager

STATE OF TEXAS;
TRAVIS COUNTY:

The foregoing instrument was acknowledged before me on July 6, 2012, by Amielle Plouff, being Manager of EH GP, LLC, a Texas limited liability company being general partner of EH Pooled 1111 LP, a Texas limited partnership who is personally known to me, and has sworn to and acknowledged that her signature was her free and voluntary act for the purposes set forth in this instrument.



Notary Public: Cassie Renee Bedgood
My commission expires: 05/03/2015



Tax Parcel No. 04-1-11-0-001-073-000 Recording Fee _____ Transfer Tax _____

Seller's mailing address: 1901 West Braker Lane, Suite D200, Austin, TX 78758
For tax year 2012 and after, send tax statements to Grantee at: 49 Woodhaven Lane, Sterrett, AL 35147



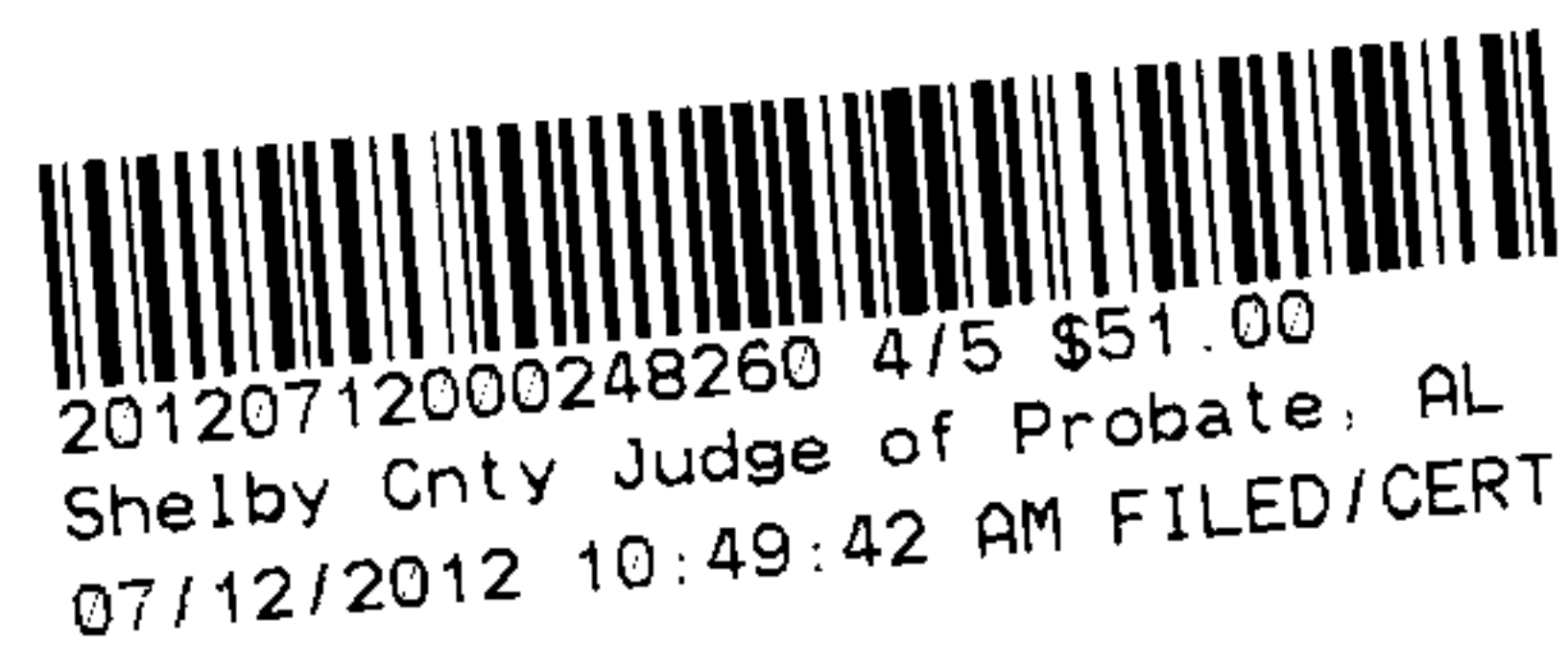
20120712000248260 3/5 \$51.00
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LEGAL DESCRIPTION

The following metes and bounds description of the land, with dimensions according to survey:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 18 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:


Commence at a 1.5 inch crimped iron pipe at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 18 South, Range 1 East; thence run Westerly along the North line of said 1/4-1/4 section a distance of 644.17 feet to a 1 inch open iron pipe on the East right-of-way line of Alabama Highway No. 25; thence turn an angle to the left of 74 degrees 15 minutes and run Southwesterly along said highway right-of-way tangent for a distance of 199.30 feet to a 5/8 inch capped rebar; thence continue along said East right-of-way line in a curve to the left (concave to the east) turning an angle to the left of 10 degrees 26 minutes 24 seconds and run Southerly along the chord a distance of 56.28 feet to a 1-1/2 inch iron bar found at the Northwest parcel corner and the POINT OF BEGINNING; thence turn right 1 degree 28 minutes 10 seconds and continue Southerly along said right-of-way for a distance of 51.29 feet to a concrete monument found; thence turn left 10 degrees 44 minutes 14 seconds and run Southerly along said right-of-way tangent a distance of 306.15 feet, more or less, to a 1/2 inch rebar found at the Northwest corner of the parcel owned by Judy Overton and Cecil Oakes and Frankie J. Overton as described by deed dated 10/30/06 and recorded in Instrument #20061113000555410; thence leaving said East right-of-way line, turn a right interior angle of 78 degrees 04 minutes 12 seconds and run Northeasterly a distance of 390.00 feet along the Northwesterly line of property owned by Judy Overton and Cecil Oakes, said property line marked by a wire fence and steel T-posts, to a 1/2 inch capped rebar set at the Northeast corner of the Overton - Oakes parcel; thence turn a right interior angle of 94 degrees 20



Continued...

Legal Description - continuation

minutes 24 seconds and run Northwesterly a distance of 250.91 feet to a 1 inch open iron pipe found on the North edge of a chain link fence line; thence turn a right interior angle of 102 degrees 10 minutes 50 seconds and run Westerly along and with said chain link fence a distance of 339.97 feet to the POINT OF BEGINNING, making a closing right interior angle of 96 degrees 08 minutes 48 seconds, and containing 2.543 acres, more or less. LESS AND EXCEPT any part of the parcel to the East of the above property owned by Betty Jo Hyde and Lynn Gwendall as described by deed dated 12/02/09 in Instrument #20091203000445750.


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Shelby County, AL 07/12/2012
State of Alabama
Deed Tax: \$27.00