

**Source of Title: Deed Book 944, at page 25**

This Instrument Was Prepared By:

Send Tax Notice To:

Matthew W. Grill  
Maynard, Cooper, & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions/Harbert Plaza  
Birmingham, Alabama 35203  
(205) 254 1000

Encore Tuscaloosa, LLC  
P.O. Box 20828  
Tuscaloosa, Alabama 35476

**2009 7053**  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM  
Source Of Title: DEED 944 / 25  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama

**DEED IN LIEU OF FORECLOSURE**

STATE OF ALABAMA                     )  
   )  
COUNTY OF TUSCALOOSA            )

KNOW ALL MEN BY THESE PRESENTS:

THAT MCFARLAND MALL, LTD., an Alabama limited partnership (hereinafter referred to as "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor, by Grantee (herein below named), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto ENCORE TUSCALOOSA, LLC, an Alabama limited liability company (hereinafter referred to as "Grantee"), as designee of the Mortgagee (defined below) whose address for the purpose of this Deed is P.O. Box 20828, Tuscaloosa, Alabama 35476, all of Grantor's fee simple title to and right, title and interest in and to the following (collectively, the "Property"), to wit:

a. the fee estate and all other estates, easements, servitudes and rights in and to the real property described on Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Land"), together with (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, rights (including mineral and mining rights, oil and gas rights and water rights), privileges, royalties, appendages and appurtenances belonging or in anywise appertaining thereto, or which hereafter shall in any way belong, relate or be appurtenant thereto; and (ii) any streets, ways, alleys, strips or gores of land adjoining said real estate or any part thereof or in and to the air space over said real estate or any part thereof;

b. all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land (hereinafter, collectively, the "Improvements");

c. all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature

whatsoever, in any way belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Grantor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

d. all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and any other property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, (hereinafter collectively called the "Equipment"), and the right, title and interest of Grantor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property (as hereinafter defined) is located (hereinafter, the "UCC"), superior in lien to the lien of the Mortgage and Security Agreement executed by Grantor, as "Mortgagor", to KAP 2, LLC, as assignee of Amalgamated Bank, as "Mortgagee", dated February 6, 2006 and recorded in the Office of the Judge of Probate in Tuscaloosa County, Alabama (the "Probate Office") at Mortgage Book 2006, page 10863 (the "Mortgage");

e. all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

f. all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements, heretofore, now or hereafter entered into (hereinafter, collectively, the "Leases") and all rents, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (hereinafter, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents;

g. all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property and all real estate tax and assessment refunds and credits at any time accruing to the benefit of the Grantor on the Property, even if relating to taxes and assessments payable for a period prior to the date hereof;

h. all books, files, records, correspondence, orders and data processing material (including, but not limited to, programs, cards, tapes, disks and tabulating runs) relating to any of the foregoing and/or to Grantor's data regarding tenants and rent rolls;

i. all plans, drawings, specifications, site plans, sketches, samples, contracts and agreements, however characterized, at any time prepared for use in connection with the construction, repair, renovation, operation and maintenance of the Improvements;

j. all computer software and programs, instructions, manuals, and other materials of any nature necessary or appropriate for the operation or use of any of the foregoing, and all licenses and permits to own, hold and use such software, programs, manuals and other materials;

k. all utility or municipal deposits made by or on behalf of Grantor or made in connection with the Property;

l. all products and proceeds of any of the foregoing;

m. the right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Grantee in the Property; and

n. all cash and non-cash proceeds and products of any of the foregoing including without limitation, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangible acquired with cash proceeds of any of the foregoing.

Subject to, however, those exceptions and encumbrances set forth on **Exhibit B** (the "**Permitted Exceptions**"), including without limitation those certain Restrictive Covenants recorded in the Probate Office of Tuscaloosa County, Alabama in Deed Book 2006, Page 17290, which Restrictive Covenants (i) are incorporated herein by reference, (ii) require a notation herein of the presence of contaminated groundwater, and (iii) require that the following disclosures be set forth herein:

This property has been listed on the state's Voluntary Cleanup Properties Inventory and has been cleaned up to standards less stringent than those required for unrestricted residential use due to the presence of substances regulated under state law. Certain uses of this property may require additional cleanup. Contact the property owner or the Alabama Department of Environmental Management for further information concerning the property. This notice is provided in compliance with the Alabama Land Recycling and Economic Redevelopment Act.

**TO HAVE AND TO HOLD** the Property, together with all and singular any other rights

and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns **FOREVER**; and the Grantor, for the Grantor, and its successors and assigns, covenants with the Grantee, and its successors and assigns, that the Grantor is lawfully seized in fee simple of said Property; that said Property is free from all encumbrances except for the Permitted Exceptions and the Mortgage; that the Grantor has a good right to sell and convey the same as aforesaid; that no party other than the Grantor is in possession of all or any portion of the Property under any unrecorded leases, tenancy at will or otherwise, other than the tenants listed in the Permitted Exceptions and those seasonal kiosks licensed by Grantor and set forth on **Exhibit C**; and that the Grantor, and its successors and assigns, shall warrant and defend the same to the Grantee, and its successors and assigns, forever against the lawful claims and demands of all persons other than persons claiming under the Permitted Exceptions.

**The value of the Property for purposes of calculating the recording tax due in connection with this Deed is \$7,500,000.00, of which \$6,750,000.00 was paid from the proceeds of a mortgage loan closed simultaneously herewith.**

**BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:**

A. This is a deed in lieu of foreclosure. It is the intention of the Grantor, Grantee and Mortgagee that this Deed and the effect of the conveyance evidenced hereby shall be governed by, and interpreted according to, the provisions of Code of Alabama 1975 §§ 35-10-50 and 51 (as amended). Without limiting the generality of the foregoing sentence, the Grantor, Grantee and Mortgagee agree that this Deed shall have the effect of transferring absolute title to the Property to the Grantee free of all rights of any and all statutory or equitable rights of redemption possessed by the Grantor or anyone claiming by or through the Grantor. It is the further intention of the Grantor, Grantee and Mortgagee that the mortgage title and lien created by the Mortgage, will not merge into the title acquired by the Grantee pursuant to this Deed. No such merger shall occur until such time as the Mortgagee executes a written instrument specifically effecting such merger and duly records the same in the Probate Office. This instrument does not effect a foreclosure of the Mortgage. The lien and title of the Mortgage and the Mortgagee's rights thereunder and under the notes and other evidence of indebtedness secured thereby shall remain in full force and effect as against all rights and interests of any persons and entities other than the Grantor in the Property, including without limitation any junior lienholders, mortgagees and judgment creditors; and if for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Property shall be asserted by any person or entity referred to above, or (iii) the Mortgagee shall deem it necessary to proceed with foreclosure of the Mortgage for any other reason in its sole discretion, the Mortgagee shall be considered to have retained all of its lien, title and rights under the Mortgage and the notes secured thereby, and the Mortgagee shall have the right to proceed with the foreclosure of the Mortgage in all respects as if this instrument had not been executed.

B. There shall not in any event be a merger of any of the liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such

interest in the lien on one hand and title on the other shall be, and remain at all times SEPARATE and DISTINCT.

C. The priority of the Mortgage is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Mortgage to any other liens or encumbrances whatsoever.

D. As additional security for the notes and other evidence of indebtedness secured by the Mortgage, Grantor executed and delivered to Mortgagee an Assignment of Leases and Rents dated as of February 6, 2006 and recorded in the Probate Office in Book 2006, Page 10932 (the "Assignment of Leases"), pursuant to which the Grantor assigned to Mortgagee all rents, profits and leases (the "Rents and Leases") from the Property, subject to a revocable license in favor of the Grantor to collect such rents and profits in the absence of default. The Grantor further acknowledges and agrees that the license granted to the Grantor under the Assignment of Leases is hereby terminated as to the Rents and Leases related to the Property, and that the Grantor shall have no further rights to such Rents and Leases, except as otherwise as provided in the Agreement (as defined below).

E. Grantor declares that this conveyance is freely and fairly made.

F. This Deed is subject to the terms and conditions of that certain Agreement for Deed in Lieu of Foreclosure dated of even date herewith by and between Mortgagor and Mortgagee, among others, related to the conveyance of the Property, a memorandum of which is being filed in the Probate Office simultaneously herewith (the "Agreement").

[signature page to follow]

2009 7057  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM

IN WITNESS WHEREOF, the undersigned has caused this Deed in Lieu of Foreclosure to be executed by its duly authorized representative on the date of the acknowledgment of Grantor's signature below, to be effective as of May 19, 2009.

**GRANTOR:**

**McFARLAND MALL, LTD.**

By McFarland Mall Management, Inc.  
Its General Partner

By: Ward M. McFarland

Name: Ward M. McFarland

Its: President

STATE OF ALABAMA )

COUNTY OF Tuscaloosa )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ward M. McFarland whose name as President of McFarland Mall Management, Inc., an Alabama corporation, in its capacity as General Partner of McFarland Mall, Ltd., an Alabama limited partnership, 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, as such President and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner of said limited partnership.

Given under my hand and official seal this 14<sup>th</sup> day of May, 2009.

Rebecca L. Cordova  
Notary Public

[Affix Notarial Seal]

My Commission expires: 11/7/09

2009 7058  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM



EXHIBIT A

TO DEED IN LIEU OF FORECLOSURE

(Description of Land)

A parcel of land located in the Southwest Quarter of Section 31, Township 21 South, Range 9 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a starting point, start at the southeast corner of said Southwest Quarter; thence Northwardly and along the Eastern boundary of said Southwest Quarter for a distance of 308.15 feet to a point on the Northern boundary of Skyland Boulevard (U.S. Highway No. 11 Bypass); thence with a deflection angle of 95 degrees and 13 minutes to the left run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No. 11 Bypass) for a distance of 598.26 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Northerly direction for a distance of 20.00 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the left run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No. 11 Bypass) for a distance of 126.30 feet to the POINT OF BEGINNING of the property herein described, said point being the Northwest corner of the intersection of Skyland Boulevard (U.S. Highway No. 11 Bypass) and Andrew Street; thence continue Westerly and along the North boundary of said Skyland Boulevard (U.S. Highway No. 11 Bypass) for a distance of 174.42 feet deed, 173.50 feet ground to a point; thence with a deflection angle of 90 degrees and 00 minutes to the left run in a Southerly direction for a distance of 20.00 feet to a point; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No. 11 Bypass) for a distance of 714.72 feet to a point, said point being the Southeast corner of Lot 1 of McFarland Mall as recorded in Plat Book 19, Page 315 in the Probate Office of Tuscaloosa County, Alabama; thence with a deflection angle of 90 degrees and 00 minutes to the right run in a Northerly direction and along the Eastern boundary of said Lot 1 for a distance of 101.04 feet to a point; thence with an interior angle of 229 degrees and 25 minutes run in a Northwesterly direction and along the Northeastern boundary of said Lot 1 for a distance of 29.98 feet to a point; thence with an interior angle of 219 degrees and 09 minutes run in a Westerly direction and along the Northern boundary of said Lot 1 for a distance of 177.27 feet to a point; thence with an interior angle of 271 degrees and 26 minutes run in a Southerly direction and along the Western boundary of said Lot 1 for a distance of 125.00 feet to a point, said point being on the North boundary of Skyland Boulevard (U.S. Highway No. 11 Bypass); thence with an interior angle of 90 degrees and 00 minutes run in a Westerly direction and along the Northern boundary of said Skyland Boulevard (U.S. Highway No. 11 Bypass) for a distance of 465.93 feet to a point; thence with an interior angle of 129 degrees and 38 minutes deed and 129 degrees and 50 minutes ground run in a Northwesterly direction for a distance of 127.57 feet to a point, said point being on the Eastern boundary of McFarland Boulevard (U.S. Highway No. 82 Bypass); thence with an interior angle of 129 degrees and 38 minutes run in a Northerly direction and along the Eastern boundary of said McFarland Boulevard (U.S. Highway No. 82 Bypass) for a distance of 398.00 feet to a point; thence with an interior angle of 90 degrees and 00 minutes deed and 90 degrees and 03 minutes ground run in an Easterly direction for a distance of 150.00 feet to a point; thence with an interior angle of 270 degrees and 00 minutes deed and 269 degrees and 58 minutes ground run in a Northerly direction for a distance of 424.80 feet to a point, said point being on the Southern boundary of U.S. Interstate Highway No. I-59; thence with an interior angle of 122 degrees and 24 minutes deed and 122 degrees and 19 minutes ground run in a Northeasterly direction and along the Southern boundary of said U.S. Interstate Highway No. I-59 for a distance of 747.79 feet to a point; thence with an interior angle of 168 degrees and 15 minutes continue in a Northeasterly direction and along the Southern boundary of said U.S. Interstate Highway No. I-59 for a distance of 768.70 feet to a point; thence with an interior angle of 74 degrees and 52 minutes run in a Southerly direction and along the prolongation of the western boundary of Andrew Street for a distance of 1,275.91 feet deed, 1,276.49 feet ground to the POINT OF BEGINNING, at which point the interior angle being 95 degrees and 13 minutes deed and 95 degrees and 05 minutes ground.

**EXHIBIT B**

**TO DEED IN LIEU OF FORECLOSURE**

**(Permitted Exceptions)**

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
2. Any mineral or mineral rights leased, granted or retained by current or prior owners.
3. Taxes and assessments for the year 2009 and subsequent years and not yet due and payable, Parcel ID# 63-30-09-31-3-004-002.000.
4. Right of way easement to Alabama Power Company as recorded in Deed Book 2001, at Page 5179 in the Probate Office of Tuscaloosa County, Alabama.
5. Right of way easement to Alabama Power Company as recorded in Deed Book 496, at Page 34 in the Probate Office of Tuscaloosa County, Alabama.
6. Right of way easement to Alabama Power Company as recorded in Deed Book 862, Page 317 in the Probate Office of Tuscaloosa County, Alabama.
7. That certain Memorandum of Shopping Center Lease by and between Michaels Stores, Inc. and McFarland Mall, Ltd. as recorded in Deed Book 2000, at Page 14720 in the Probate Office of Tuscaloosa County, Alabama.
8. Restrictive covenants recorded in Deed Book 2006, at Page 17290 in the Probate Office of Tuscaloosa County, Alabama.
9. Rights of tenants in possession, as tenants only, under prior unrecorded leases.
10. Any and all rights reserved by Amalgamated Bank to revive its mortgages and other liens under an unrecorded Deed in Lieu of Foreclosure Agreement, said mortgages and liens recorded in Mortgage Book 2006, Page 10863, Mortgage Book 2006, Page 10932, UCC Book 2006 at Page 879 in the Probate Office of Tuscaloosa County, Alabama.
11. Easement Agreement between McFarland Mall, Ltd. and Sunstate Tuscaloosa Associates as recorded in Deed Book 1149, Page 0503 in the Probate Office of Tuscaloosa County, Alabama.



**EXHIBIT C**

**TO DEED IN LIEU OF FORECLOSURE**

(List of Seasonal Kiosks)

McFarland Mall  
Tuscaloosa, AL

2009 7061  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM

Kiosk/Specialty Leasing Rent Roll  
Updated 5/8//2009

<b>Tenant</b>	<b>Space</b>	<b>Rental</b>	<b>Paid Through</b>
Bath & Body Works	Storage Space (#32A)	\$100/Mo	May, 2009
Avon	Kiosk	\$150/Mo	May, 2009
Alterations	Kiosk	\$150/Mo	May 9, 2009
Cellular Solutions	Kiosk	\$300/Mo	April, 2009
Three's A Charm	Kiosk	\$150/Mo	May 19, 2009
Joseph Milton	Kiosk	\$100/Mo	Feb, 2009
Ronald Dipmore	Cart	\$100/Mo	Jan, 2009
Tupperware**	Kiosk	\$100/Mo	Jan, 2009

\*\* Has been asked to leave the mall. Not manning kiosk.

**ACKNOWLEDGMENT AND AGREEMENT OF GUARANTORS**

**THIS ACKNOWLEDGMENT AND AGREEMENT OF GUARANTORS** (this "Agreement"), is dated as of the 19<sup>th</sup> day of May, 2009, by **MCFARLAND MALL MANAGEMENT, INC.**, an Alabama corporation ("McFarland Management"), **WARD M. MCFARLAND**, an <sup>ARMOR</sup>individual, **JAMES WILLIAM MCFARLAND, JR.** and **MIMI MCFARLAND CAWOOD**, AS CO-EXECUTORS OF THE ESTATE OF **JAMES WILLIAM MCFARLAND**, deceased, and **WARD W. MCFARLAND**, an <sup>MCFARLAND</sup>individual (together with McFarland Management, the "Guarantors"), in favor of **ENCORE TUSCALOOSA, LLC**, an Alabama limited liability company (the "Grantee"), **AMALGAMATED BANK**, a New York banking corporation (the "Lender"), **KAP 2, LLC**, an Alabama limited liability company (the "Mortgagee"), and is attached to and incorporated into that certain Deed in Lieu of Foreclosure dated of even date herewith executed by the Grantor in favor of the Grantee (the "Deed"). All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Deed.

**Recitals**

WHEREAS, the indebtedness secured by the Mortgage is further secured by the obligations of the Guarantors under that certain Limited Guaranty Agreement dated as of February 6, 2006, executed by each of the Guarantors, on a joint and several basis, in favor of the Mortgagee; and

WHEREAS, each of the Guarantors has agreed to execute and deliver this Agreement to the Grantee, Lender and Mortgagee, as additional consideration for the Grantee's agreement to accept the Deed as the designee of the Lender and Mortgagee.

**Agreement**

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the covenants herein set forth and confirmed, the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Guarantors hereby acknowledge and agree as follows:

1. Each of the Guarantors hereby grants, bargains, sells, conveys and assigns unto the Grantee any and all rights of redemption, whether statutory, equitable or otherwise, that may currently exist or arise in the future in its or his favor by virtue of the Mortgage and/or in connection with any foreclosure sale with respect to the Mortgage, including without limitation any statutory rights of redemption that may be created under Code of Alabama 1975 §§ 6-5-247 through 6-5-257 in the event that the Mortgagee forecloses the Mortgage in the future. It is the express intent of the Guarantors in executing and delivering this Agreement to relinquish in favor of the Grantee any and all rights in the Property that the Guarantors may now or in the future hold.

2. Each of the Guarantors hereby represents and warrants that, prior to the date hereof, it or he has not assigned, transferred, pledged or in any other way granted to any other person the aforementioned rights and/or interests described in this Agreement.

**[signature page to follow]**

2009 7063  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM

IN WITNESS WHEREOF, each of the undersigned has caused this Acknowledgment and Agreement of Guarantors to be executed by its duly authorized representative on the date of the acknowledgment of their respective signature below, to be effective as of the date first above written.

McFARLAND MALL MANAGEMENT,  
INC.

By: [Signature]  
Name: Ward M. McFarland  
Its: President

STATE OF ALABAMA )  
COUNTY OF Tuscaloosa )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ward M. McFarland whose name as President of McFarland Mall Management, Inc., an Alabama 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 said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14<sup>th</sup> day of May, 2009.

Rebecca R. Condra  
Notary Public

[Affix Notarial Seal]

My Commission expires: 11/7/09

  
WARD M. MCFARLAND

STATE OF ALABAMA )

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ward M. McFarland, 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 14<sup>th</sup> day of May, 2009.

  
Notary Public

[Affix Notarial Seal]

My Commission expires: 11/7/09

2009 7065  
Recorded in the Above  
DEED: Book & Page  
05-20-2009 03:47:15 PM

  
WARD W. MCFARLAND

STATE OF ALABAMA )

COUNTY OF Tuscaloosa )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ward W. McFarland, 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.

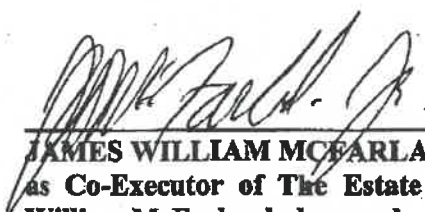
Given under my hand and official seal this 14<sup>th</sup> day of May, 2009.

  
Notary Public

[Affix Notarial Seal]

My Commission expires: 11/7/09

2009 7066  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM


  
**JAMES WILLIAM MCFARLAND, JR.,**  
as Co-Executor of The Estate of James  
William McFarland, deceased

STATE OF ALABAMA )

COUNTY OF Tuscaloosa )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James William McFarland, Jr., as Co-Executor of the Estate of James William McFarland, deceased, 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 behalf of said Estate on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of May, 2009.

  
Notary Public

[Affix Notarial Seal]

My Commission expires: 11/7/09

2009 7067  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM



Mimi McFarland Cawood  
**MIMI MCFARLAND CAWOOD,**  
**as Co-Executor of The Estate of James**  
**William McFarland, deceased**

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mimi McFarland Cawood, as Co-Executor of the Estate of James William McFarland, deceased, 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 behalf of said Estate on the day the same bears date.

Given under my hand and official seal this 1 day of May, 2009.

  
Notary Public

[Affix Notarial Seal]

My Commission expires: MY COMMISSION EXPIRES  
FEBRUARY 6, 2010

2009 7068  
Recorded in the Above  
DEED Book & Page  
05-20-2009 03:47:15 PM  
Source Of Title: DEED 944 / 25  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama  
Book/Pg: 2009/7053  
Term/Cashier: SCAN1 / klatner  
Tran: 8833.563719.704590  
Recorded: 05-20-2009 15:52:17  
DFE Deed Tax 750.00  
PJF Probate Judge Fee 2.00  
REC Recording Fee 41.00  
SOT Source of Title 1.00  
REC Recording Fee 5.00  
Total Fees: \$ 799.00