

This instrument was prepared by:
Clayton T. Sweeney, Esquire

2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
Highland Lakes Development,
Ltd.
2700 Highway 280 East
Suite 325
Birmingham, Alabama 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

155,356.80

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, paid to the undersigned grantor, **HIGHLAND LAKES PROPERTIES, LTD.**, an Alabama Limited Partnership, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **HIGHLAND LAKES PROPERTIES, LTD.**, an Alabama Limited Partnership, (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **HIGHLAND LAKES DEVELOPMENT, LTD.**, an Alabama Limited Partnership, (hereinafter referred to as "Grantee"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART
HEREOF, REFERRED TO AS HIGHLAND LAKES 17TH
SECTOR.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(i), All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Easements and Master Protective Covenants recorded in Instrument #1994-07111, in the Office of the Judge of Probate of Shelby County, Alabama and all amendments thereto, (ii) the lien of ad valorem and similar taxes (but not including "rollback" taxes) for 1996 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

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

1
09/29/1999-40620
01:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 169.00

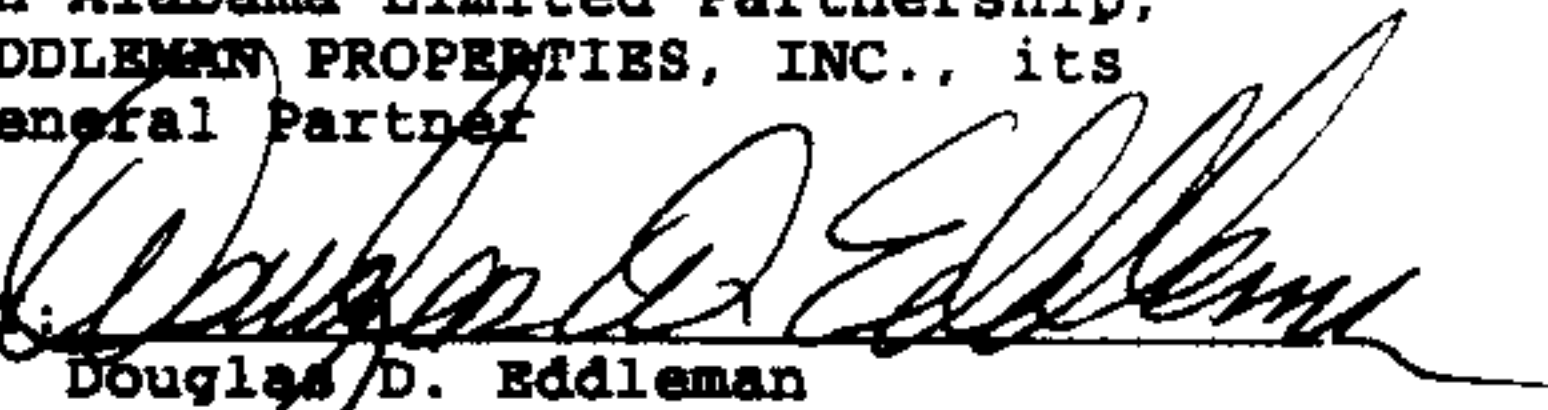
CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 1999-40620

IN WITNESS WHEREOF, Highland Lakes Properties, Ltd., an Alabama Limited Partnership has caused this statutory warranty deed to be executed by its duly authorized officer this 25th day of February, 1995.

GRANTOR:

HIGHLAND LAKES PROPERTIES, LTD.,
an Alabama Limited Partnership,
EDDLEMAN PROPERTIES, INC., its
General Partner

By: 
Douglas D. Eddleman
ITS: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., General Partner of Highland Lakes Properties, Ltd., is signed to the foregoing Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner as aforesaid.

Given under my hand and office seal of office this the 25th day of February, 1995.


Notary Public
My Commission Expires: 5-22-95

HIGHLAND LAKES
10th SECTOR

Highland Lakes 17th Sector

A parcel of land to be known as Highland Lakes 17th Sector, being situated in Section 9 & 16, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of said Section 9; thence run in Northeasterly direction for a distance of 1,712.10 feet to an iron pin found at the point of beginning; said iron pin found also being on the Southwest corner of Lot 1635 as recorded in Highland Lakes 16th Sector, Map Book 25 on Page 49, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 46 degrees, 01 minutes, 34 seconds and run in a Southeasterly direction along the South line of Lot 1635 for a distance of 182.85 feet to an iron pin found on the West right-of-way line of Highland Park Drive in said Highland Lakes 16th Sector; thence turn an angle to the right of 37 degrees, 07 minutes, 02 seconds and run in a Southeasterly direction crossing said right-of-way for a distance of 76.73 feet to an iron pin found on the East right-of-way line of said Highland Park Drive; said point also being on the Southwest corner of Lot 1636 in said Highland Lakes 16th Sector; thence turn an angle to the left of 40 degrees, 02 minutes, 43 seconds and run in a Southeasterly direction along the South line of said Lot 1636 for a distance of 152.62 feet to an iron pin found on the Southeast corner of said Lot 1636; thence turn an angle to right of 84 degrees, 53 minutes 43 seconds and run in a Southwesterly direction for a distance of 247.02 feet to an iron pin set; thence turn an angle to the right of 9 degrees, 12 minutes, 06 seconds and run in a southwesterly direction for a distance of 613.60 feet to an iron pin set; thence turn an angle to the left of 12 degrees, 46 minutes, 20 seconds and run in a Southwesterly direction for a distance of 241.17 feet to an iron pin set; thence turn an angle to the right of 17 degrees, 50 minutes, 42 seconds and run in a Southwesterly direction for a distance of 348.0 feet to an iron pin set; thence turn an angle to the left of 11 degrees, 18 minutes, 44 seconds and run in a Southwesterly direction for a distance of 442.0 feet to an iron pin set; thence turn an angle to the right of 99 degrees, 13 minutes, 41 seconds and run in a Northwesterly direction for a distance of 159.26 feet to an iron pin set; thence turn an angle to the left of 11 degrees 02 minutes 14 seconds and run in a Northwesterly direction for a distance of 61.24 feet to an iron pin set; thence turn an angle to the right of 12 degrees, 07 minutes 17 seconds and run in a Northwesterly direction for a distance 250.00 feet to an iron pin set; thence turn an angle to the right of 84 degrees, 46 minutes 13 seconds and run in a Northeasterly direction for a distance of 1,891.97 feet to the point of beginning; Said parcel of land containing 18.86 acres, more or less.

Inst # 1999-40620

09/29/1999-40620
01:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJ1 169.00