

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
American Homes & Land Corporation
260 Commerce Parkway
Pelham, AL 35124

Inst # 2000-44471

12/21/2000-44471
01:38 PM CERTIFIED

CORPORATION WARRANTY DEED

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Eighty-Four Thousand Three Hundred Five and No/100, (\$284,305.00), DOLLARS, in hand paid to the undersigned, Reamer Development Corporation, a corporation, (hereinafter referred to as "GRANTOR"), by American Homes & Land Corporation, a corporation, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lots 14, 32, 33, 34, 35, 36 and 37, according to the Survey of Thorn Berry Subdivision, as recorded in Map Book 25, Page 129, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

- 1. Ad valorem taxes for the year, 2001.
- 2. 12 foot building setback line from Thorn Berry Drive; 25 foot undisturbed and/or replanted area across rear of said lot as shown on recorded map of said subdivision. (Lot 14)
- 3. 12 foot building setback line from Thorn Berry Lane; 25 foot undisturbed and/or replanted area across rear of said lot and 5 foot storm easement particularly along the Southwest property line as shown on recorded map of said subdivision. (Lot 32)
- 4. 12 foot building setback line from Thorn Berry Lane; 25 foot undisturbed and/or replanted area across rear of said lot and 5 foot storm easement particularly along the Northeast property line as shown on recorded map of said subdivision. (Lot 33)
- 5. 12 foot building setback line from Thorn Berry Lane; 25 foot undisturbed and/or replanted area across rear of said lot; 7.5 foot easement along the Southeast property line; 25 foot building setback line along the South property line and variable easement in the South corners of said lot as shown on recorded map of said subdivision. (Lot 34)
- 6. 12 foot building setback line from Thorn Berry Lane; 25 foot undisturbed and/or replanted area across rear of said lot and 7.5 foot easement along the Western property line as shown on recorded map of said subdivision. (Lot 35)
- 7. 12 foot building setback line from Thorn Berry Lane; 25 foot building setback line along the

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- South property line and undetermined easement along the Eastern property line as shown on recorded map of said subdivision. (Lot 36)
8. 12 foot building setback line from Thorn Berry Drive and undetermined easement across rear of said lot as shown on recorded map of said subdivision. (Lot 37)
 9. Transmission permit line to Alabama Power Company as recorded in Deed Book 129, Page 548 and Deed Book 179, Page 371.
 10. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Deed Book 115, Page 497 and Instrument #1999-29908.
 11. Right of Way to Shelby County as recorded in Deed Book 177, Page 27 and Deed Book 177, Page 33.
 12. Easement for ingress and egress as recorded in Deed Book 115, Page 497.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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

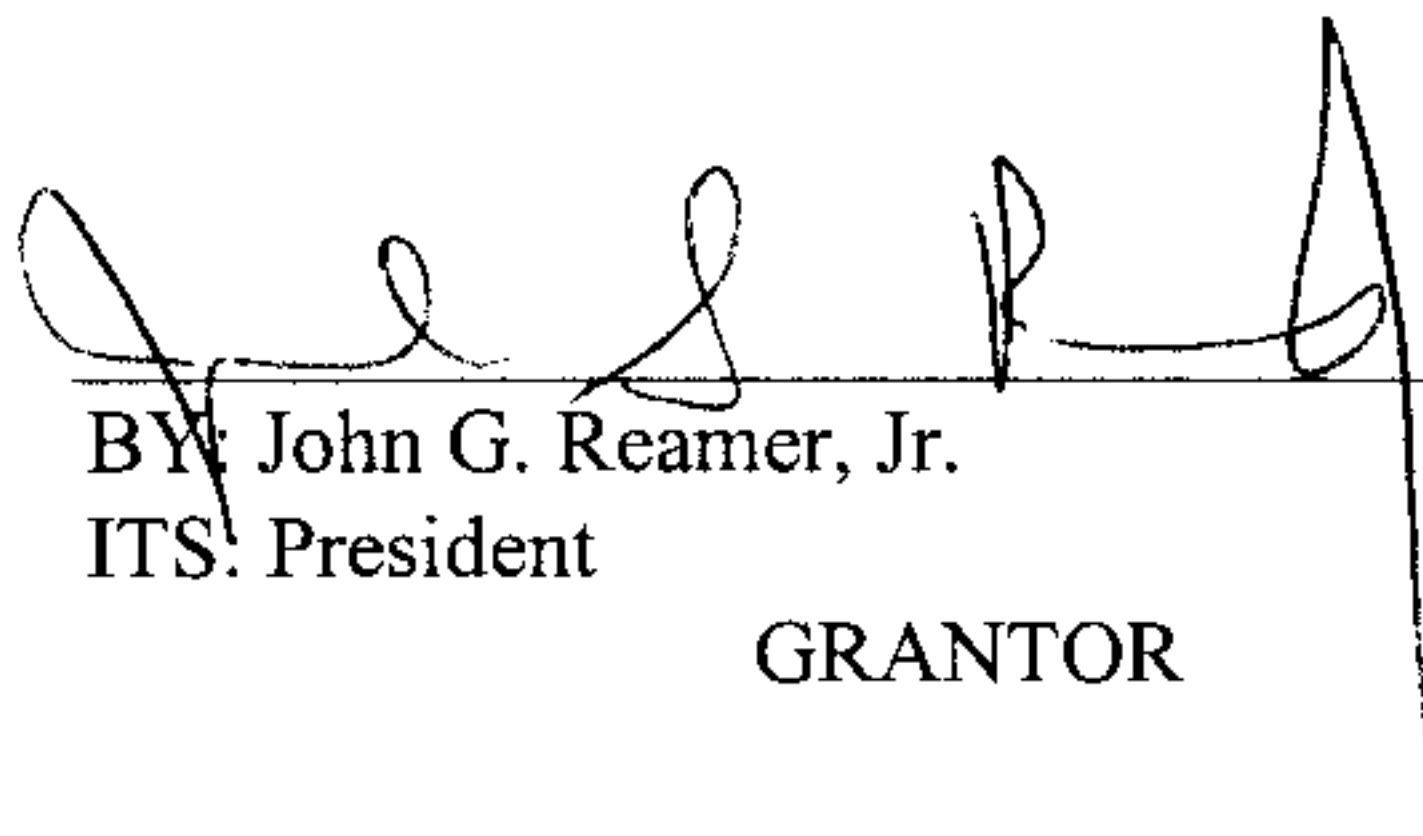
And said Reamer Development Corporation, a corporation does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out herein above.

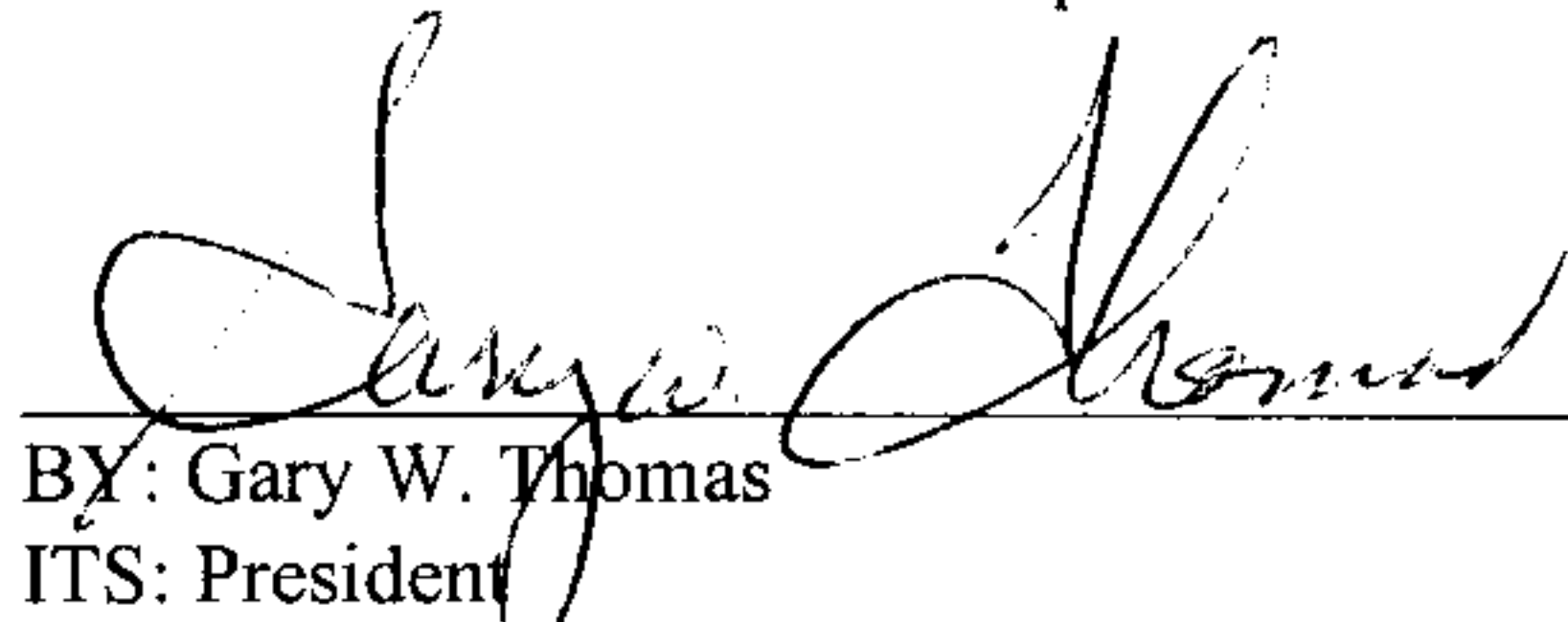
IN WITNESS WHEREOF, the said Reamer Development Corporation, a corporation by its President, John G. Reamer, Jr., who is authorized to execute this conveyance, has hereto set its signature and seal, this 12th day of December, 2000.

IN WITNESS WHEREOF, the said American Homes & Land Corporation, a corporation, as GRANTEE, by its President, Gary W. Thomas, who is authorized to execute this conveyance, has hereto set its signature and seal, this 12th day of December, 2000.

Reamer Development Corporation


BY: John G. Reamer, Jr. (SEAL)
ITS: President
GRANTOR

American Homes & Land Corporation


BY: Gary W. Thomas (SEAL)
ITS: President
GRANTEE

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Reamer, Jr. whose name as President, of Reamer Development Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of December, 2000.

Patricia Dauling
NOTARY PUBLIC
My commission expires: 5/2003

THE STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gary W. Thomas whose name as President, of American Homes & Land Corporation, a corporation, is signed to the foregoing conveyance, as GRANTEE, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of December, 2000.

Patricia Dauling
NOTARY PUBLIC
My commission expires: 5/2003

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