

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Brantley Homes, Inc.
128 Highcrest Road
Pelham, AL 35124

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Five Hundred and No/100 Dollars (\$500.00), and other good and valuable consideration, paid to the undersigned grantor, Nottingham, L.L.C., an Alabama limited liability company ("Grantor"), by Brantley Homes, Inc. ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 97, according to the Final Plat Nottingham Phase I, as recorded in Map Book 28, at Page 127, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) 20' building line, as shown by recorded map; (3) 8' easement on northeast, 7.5' easement on west and undetermined easement on east, as shown by recorded map, on Lot 96; (4) 8' easement on north and east, 7.5' easement on west and 15' easement through southwest corner, as shown by recorded map, on Lot 98; (5) Subdivision restrictions shown on record plat in Map Book 28, at Page 127, provide for construction of single family residences only; (6) Easement to Southern Natural Gas recorded in Deed Book 90, at Page 241, in the Probate Office of Shelby County, Alabama; (7) Transmission line permit to Alabama Power Company, as recorded in Deed Book 103, at Page 170, Deed Book 205, at Page 674, Deed Book 198, at Page 478, and Deed Book 177, at Page 493, in the Probate Office of Shelby County, Alabama; (8) Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured; (9) Right of Way granted to Alabama Power Company by instrument recorded in Instrument #2002/6364, in the Probate Office of Shelby County, Alabama; (10) Restrictions or Covenants recorded in Instrument #2002/11100, in the Probate Office of Shelby County, Alabama.

Purchaser agrees that Seller shall have the right to approve the plans, specifications and layout for the houses to be constructed upon the Property. Purchaser further agrees that upon request by Seller, Purchaser will join in the execution of restrictions and covenants applicable to the Nottingham Subdivision, including the Property.

The terms and conditions of that certain contract dated June 6, 2002, between Nottingham, L.L.C., as Seller, and Brantley Homes, Inc., as Purchaser, survive the delivery of this deed.

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

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the
17th day of June, 2002.

WITNESS:

A. Marshall

Nottingham, L.L.C.

By Delton Lane Clayton
Delton Lane Clayton, as its Manager

Delivery of Deed accepted with stated conditions.

Brantley Homes, Inc.

By: Rhonda Brantley
As its V.P.

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton Lane Clayton, whose name as Manager of Nottingham, L.L.C., an Alabama limited liability company, are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, they, as such Manager and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 12th day of June, 2002.

Anne P. Marshall
Notary Public

My Commission Expires: 3/13/2003