STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of \$78,500.00 to the undersigned grantor, Southlake Properties, an Alabama General Partnership, (herein referred to as GRANTOR) in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Henry Shockley Arnold (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 3 according to the survey of Southlake, a residential subdivision as recorded in Map Book 11, Page 85, in the Probate Office of Shelby County, Alabama.

Subject to:

Ad valorem taxes due October 1, 1988.

Mineral and mining rights, not owned by GRANTOR.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 111, Page 625; Deed Book 127, Page 140; Deed Book 121, Page 294, all as recorded in the Probate Office of Shelby County, Alabama.

Notice of Permitted Land Uses as recorded in Book 160, Page 492, in the Probate Office of Shelby County, Alabama.

Declaration of Protective Covenants of Southlake (Residential) as recorded in Book 160, Page 495 in the Probate Office of Shelby County, Alabama.

Fifty (50) foot building set back line and twenty (20) foot sanitary sewer easement as shown on the record plat as recorded in Map Book 11, Page 85, in the Probate Office of Shelby County, Alabama.

Riparian rights created by fact subject property fronts on Indian Valley Lake.

Building restrictions as shown on record plat being recorded in Map Book 11, Page 85 in the Probate Office of Shelby County, Alabama.

In the event GRANTEE has not started substantial construction within one year and completed construction within 18 months from this date, the GRANTOR, at GRANTOR'S option, may repurchase said lot for the original contract amount without interest upon 30 days written notice to GRANTEE.

TO HAVE AND TO HOLD Unto the said GRANTEE, its heirs and assigns, forever.

SOUTHLAKE PROPERTIES, an Alabama General Partnership

William J. Wilkens, Project Manager

BOOK 162 PAGE 171

Sinon Ditte

Shockley Arrold

STATE OF ALABAMA) SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William J. Wilkens, Jr., whose name as Project Manager of Southlake Properties, an Alabama General Partnership, 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, in his capacity as such Project Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 33 day NOVEMBER , 1987.

Notary Pub

STATE OF ALABAMA) JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Henry Shockley Arnold, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of

NOVEMBER , 1987.

Notary Public

Prepared By:

Gene W. Gray, Jr. 2100 16th Avenue South BY CO. Birmingham, ALAH SOROS RY THIS INSTRUMENT WAS FILED

1987 DEC -3 PH 12: 12

JUDGE OF PROBATE

Pax Notice To:

Henry S. Arnold 2024 Arnold Road Birmingham, AL 35216

1. Deed Tax \$ 78,50

2. Mtg. Tax

3. Recording Fee 5.00

4. Indexing Fee

TOTAL