

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

02/11/2000-04399
09:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CJI 14.30

CORPORATION WARRANTY DEED

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

That in consideration of Four Hundred Six Thousand One Hundred Fifty and No/100, (\$406,150.00), 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 23, 24, 25, 26, 27, 28, 29, 30, 42 and 45, 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, 2000.
2. Transmission line permit to Alabama Power Company as recorded in Deed Book 129, Page 548 and Deed Book 179, Page 371.
3. 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.
4. Right of Way to Shelby County as recorded in Deed Book 177, Page 27 and Deed Book 177, Page 33.
5. Easement for ingress and egress as recorded in Deed Book 115, Page 497.
6. 12 foot building setback line from Thorn Berry Lane; 5 foot easement around side and back of lot line; variable storm easement in rear and variable easement on the North corner of said lot as shown on recorded map of said subdivision. (Lot 25)
7. 12 foot building setback line from Thorn Berry Lane and undetermined easement on rear of said lot as shown on recorded

- map of said subdivision. (Lot 42)
8. 12 foot building setback line from Thorn Berry Drive as shown on recorded map of said subdivision. (Lots 20, 21, 22, 23 and 24)
 9. 12 foot building setback line from Thorn Berry Drive and Thorn Berry Lane as shown on recorded map of said subdivision. (Lot 26)
 10. 12 foot building setback line from Thorn Berry Cove as shown on recorded map of said subdivision. (Lots 28, 29 & 30)
 11. 12 foot building setback line from Thorn Berry Lane as shown on recorded map of said subdivision. (Lot 45)
 12. 25 foot undisturbed area on rear as shown on recorded map of said subdivision. (Lots 20, 21, 22, 23, 24, 29 & 30)
 13. 5 foot easement on the South of Lot 20 as shown on recorded map of said subdivision.
 14. 5 foot easement on the North of Lot 21 as shown on recorded map of said subdivision.
 15. 5 foot easement on the South of Lot 24 and on Southeast side of said lot as shown on recorded map of said subdivision.
 16. 5 foot easement along western property line of Lot 26 as shown on recorded map of said subdivision.
 17. 5 foot easement on the North of Lot 29 and Lot 28 as shown on recorded map of said subdivision.
 18. 5 foot easement on the South and undetermined easement on rear of Lot 45 as shown on recorded map of said subdivision.
 19. 12 foot building setback line from Thorn Berry Lane and Thorn Berry cove as shown on recorded map of said subdivision. (Lot 27)

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 hereinabove.

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 9th day of February, 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 9th day of February, 2000.

Reamer Development Corporation


BY: John G. Reamer, Jr.
ITS: President

GRANTOR

(SEAL)

American Homes & Land Corporation


BY: Gary W. Thomas
ITS: President

GRANTEE


(SEAL)

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 9th day of February, 2000.


NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 21, 2000


My commission expires:

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 9th day of February, 2000.


NOTARY PUBLIC

My commission expires:

Inst. # 2000-04399
MY COMMISSION EXPIRES MAY 21, 2000