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

CORPORATION WARRANTY DEED

CORPORATION WARRANTY DEED

THE STATE OF ALABAMA)

: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY

That in consideration of One Hundred Forty-Five Thousand Two Hundred and No/100, (\$45,200.00), 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:

Lot 1527, according to the Map and Survey of Eagle Point, 15th Sector as recorded in Map Book 26, Page 35 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Ad valorem taxes for the year, 2000.
- 2. 30 foot building setback line from Valley Way and Eagle Valley Drive as shown on recorded map of said subdivision.
- 3. Variable easement across front and Northwest corner and 10 foot easement across rear of said lot as shown on recorded map of said subdivision.
- 4. 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 206, Page 448 and instrument # 1999-44778.
- Transmission line permit to Alabama Power Company as recorded in Deed Book 111, Page 408; Deed Book 149, Page 380 and Deed Book 109, Page 70.
- 6. Right of way granted to South Central Bell as recorded in Deed Book 336, Page 224; Deed Book 337, Page 245 and Real 149, Page 206.
- 7. Reservation of mineral and mining rights in the instrument recorded in Deed Book 331, Page 262 and Deed Book 81, Page 417, together with the appurtenant rights to use the surface.
- 8. Release of damages as set out in instrument recorded in

Instrument # 1996-26590.

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9. Restrictions, limitations and conditions as set out in Map, Book 26, Page 35.

10. Ingress, Egress and Utility Easement as shown by instrument recorded in Instrument # 1998-42638.

11. Rights of others to easements and rights as set out in Deed Book 290, Page 842 and Deed Book 290, Page 848.

12. Reservation of right of way as set out in Instrument # 1996-26590.

13. Easements, restrictions, covenants as set forth in Instrument # 2000-11861.

14. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 26, Page 35.

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, it 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 14th day of April, 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 14th day of April, 2000.

Reamer Development Corporation

BY: Uphn G. Reamer, Jr.

ITS: President

GRANTOR

(SEAL)

BY: Gary W. homas 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 President, of Reamer Development Corporation, name 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 14th day of April, 2000.

My commission expirate COMMISSION EXPIRES MAY 21, 2000

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 14th day of April, 2000.

MY COMMISSION EXPIRES MAY 21, 2000 My commission expires:

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