

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 101, 1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:
AUTREY McMILLAN
2125 BROOKHURST ROAD
Birmingham, AL.
35242

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS

\$490,000.00

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 2000-40230

KNOW ALL MEN BY THESE PRESENTS: That in consideration Ten Dollars (\$10.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by Grantees herein, the receipt whereof is acknowledged, Meadow Lake Farms, LLC, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto M. Autrey McMillan and Donna W. McMillan, (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Tracts 2 and 7, according to the survey of Meadow Lake Farms, as recorded in Map Book 27, Page 101 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2001 and thereafter; (2) Easements, restrictions and transmission line permits of record; (3) Declaration of Restrictive Covenants of Meadow Lake Farms as recorded in Inst. # 2000-39333 Probate Office of Shelby County, Alabama, as amended in Inst. # 2000-39334; (4) Articles of Incorporation of Meadow Lake Farms Home Owners Association, Inc., as recorded in Inst. # 2000-39335 Probate Office of Shelby County, Alabama together with the Bylaws of said Corporation as they currently exist and are from time to time amended; (5) Mineral and mining rights not owned by the Grantor.

SPECIAL CONDITIONS WITH RESPECT TO TRACT 2: Notwithstanding the provisions of the Declaration of Restrictive Covenants of Meadow Lake Farms referred to above as amended, as shown on Exhibit A attached hereto and incorporated by reference herein there exists a fence (the Fence) located on and off of Tract 2. The Owner of Outparcel A as shown on the Record Map of Meadow Lake Farms recorded in Map Book 27, Page 101 Office of the Judge of Probate Shelby County, Alabama may claim ownership of that portion of Tract 2 located West of the Fence. Said Fence also exists on Outparcel A north of Tract 2. In the event, within in 10 years of the date of this Deed, it is determined by a court of competent jurisdiction which determination is non-appealable (the Court Order) that Outparcel A includes that portion of Tract 2 West of said Fence and/or does not include that real property south of said Fence, any claim against Grantor under the warranties contained in this Deed concerning failure of title to that portion of Tract 2 West of said Fence shall be expressly limited to \$6,883.00 per acre for each net acre (or fraction thereof) upon which title fails. Any property acquired South of the Fence shall become a part of Tract 2 and shall be subject to the Declaration of Restrictive Covenants of Meadow Lake Farms as they currently exist and have been amended and as they may be amended in the future together with all aspects of the Meadow Lake Farms Homeowners Association, Inc. As an example of the computation intended by this Paragraph, in the event Tract 2 loses 4.05 acres West of said Fence but gains 1.30 acres South of said Fence, the net acreage lost would be 2.75 acres and the warranty claim herein would be limited to \$18,928.25 (2.75 acres x \$6,883.00).

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal, this the 15th day of November, 2000.

Meadow Lake Farms, LLC
By: [Signature]
Randall H. Goggans
Its: Member

STATE OF ALABAMA)
[Signature] COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Randall H. Goggans as member of Meadow Lake Farms, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in his capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of November, 2000.

Notary Public
My Commission Expires: 3-1-02

11/21/2000-40230
09:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMB 507.00

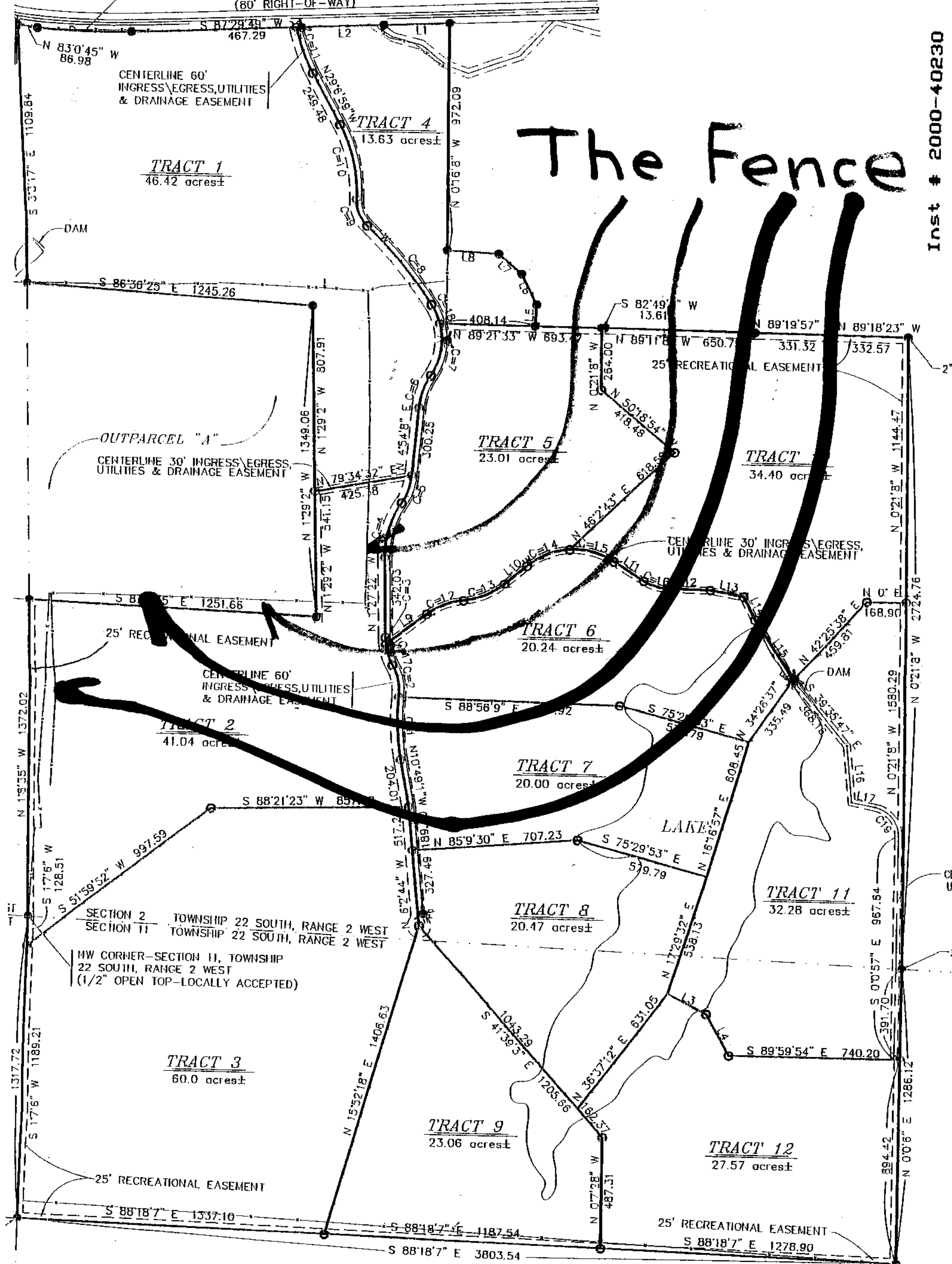
EXHIBIT 'A'
MEADOW LAKE FARMS LLC
TO McMILLAN

RADIUS-3540.00'
ARC LENGTH-408.89'
CHORD LENGTH-408.66'
CHORD BEARING-N 88°-26'-49" W
DELTA-6°-37'-05"

SHELBY COUNTY HIGHWAY #42
(80' RIGHT-OF-WAY)

The Fence

Inst # 2000-40230



RANGE 2 WEST
RANGE 2 WEST

11/21/2000-40230
09:53 AM CERTIFIED
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