

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

Inst # 2001-33855  
08/10/2001-33855  
01:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 18.00

## WARRANTY DEED

THE STATE OF ALABAMA )

: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHELBY )

That in consideration of One Million Six Hundred Seventy-Six Thousand and No/100, (\$1,676,000.00), DOLLARS, in hand paid to the undersigned, American Land 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 1-48, inclusive, and 50-57, inclusive, according to the Map and Survey of Forest Lakes, Sector 1, as recorded in Map Book 28, Page 94, in the Probate Office of Shelby County, Alabama.

### SUBJECT TO:

1. Ad valorem taxes for the year, 2001.
2. Reservation of mineral and mining rights in the instrument recorded in Deed Book 331, Page 262, together with the appurtenant rights to use the surface.
3. Permit to Alabama Power Company as recorded in Deed Book 139, Page 127; Deed Book 236, Page 829; Deed Book 126, Page 191; Deed Book 126, Page 323 and Deed Book 124, Page 519.
4. Right of way to Shelby County as recorded in Deed Book 228, Page 339.
5. Restrictions as recorded in Map Book 28, Page 94.
6. 15 foot minimum building setback line from Forest Lakes Drive as shown on recorded map of said subdivision. (Lots 1-48, inclusive and 50-57, inclusive)
7. 15 foot minimum building setback line from Forest Lakes Parkway as shown on recorded map of said subdivision. (Lots 1, 38, 39 & 57)
8. 15 foot centerline easement along rear and Northwesterly lot line as shown on recorded map of said subdivision. (Lot 1)
9. 15 foot centerline easement along the rear and Northerly lot line as shown on recorded map of said subdivision. (Lot 2)
10. 15 foot centerline easement along rear as shown on recorded map of said subdivision. (Lots 3, 4, 5 & 6)
11. 15 foot centerline easement along the Southwesterly lot line as shown on recorded map of said subdivision. (Lot 6)
12. 15 foot centerline easement along the Northeasterly, rear and Southwesterly property lines as shown on recorded map of said subdivision. (Lot 7)
13. 15 foot centerline easement along Northerly and rear property lines as shown on recorded map of said subdivision. (Lot 8)

14. 15 foot centerline easement along the Northerly property line (Lot 11) and Northerly property line (Lot 12) as shown on recorded map of said subdivision.
15. 15 foot minimum building setback line along the Northeasterly lot line as shown on recorded map of said subdivision. (Lot 24)
16. 15 foot minimum building setback line along the Southwesterly lot line as shown on recorded map of said subdivision. (Lot 25)
17. 15 foot centerline easement along the Northerly lot line (Lot 28) and Southerly lot line (Lot 29) as shown on recorded map of said subdivision.
18. Variable easement along the Northerly lot line (Lot 54) and Southerly lot line (Lot 53) as shown on recorded map of said subdivision.

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.

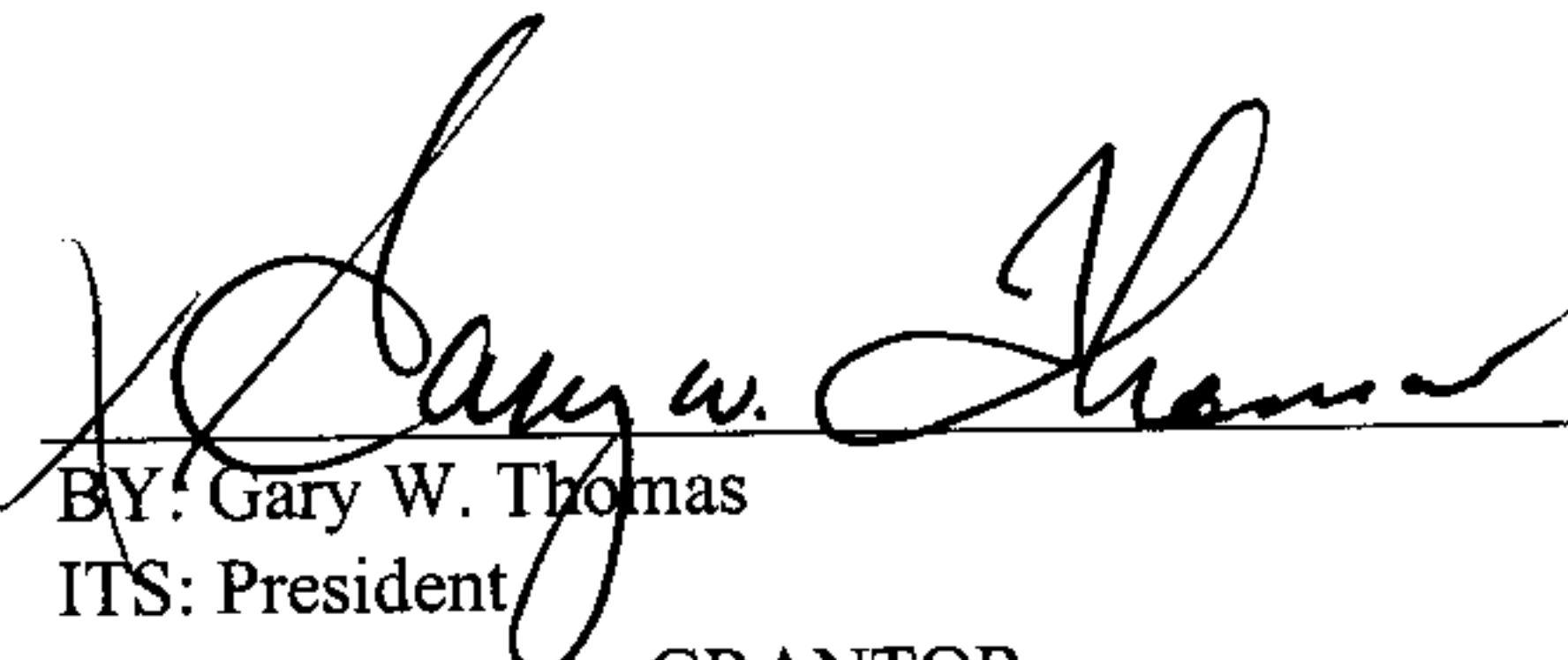
And said American Land Development Corporation, a corporation, does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above, that it 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 herein above.

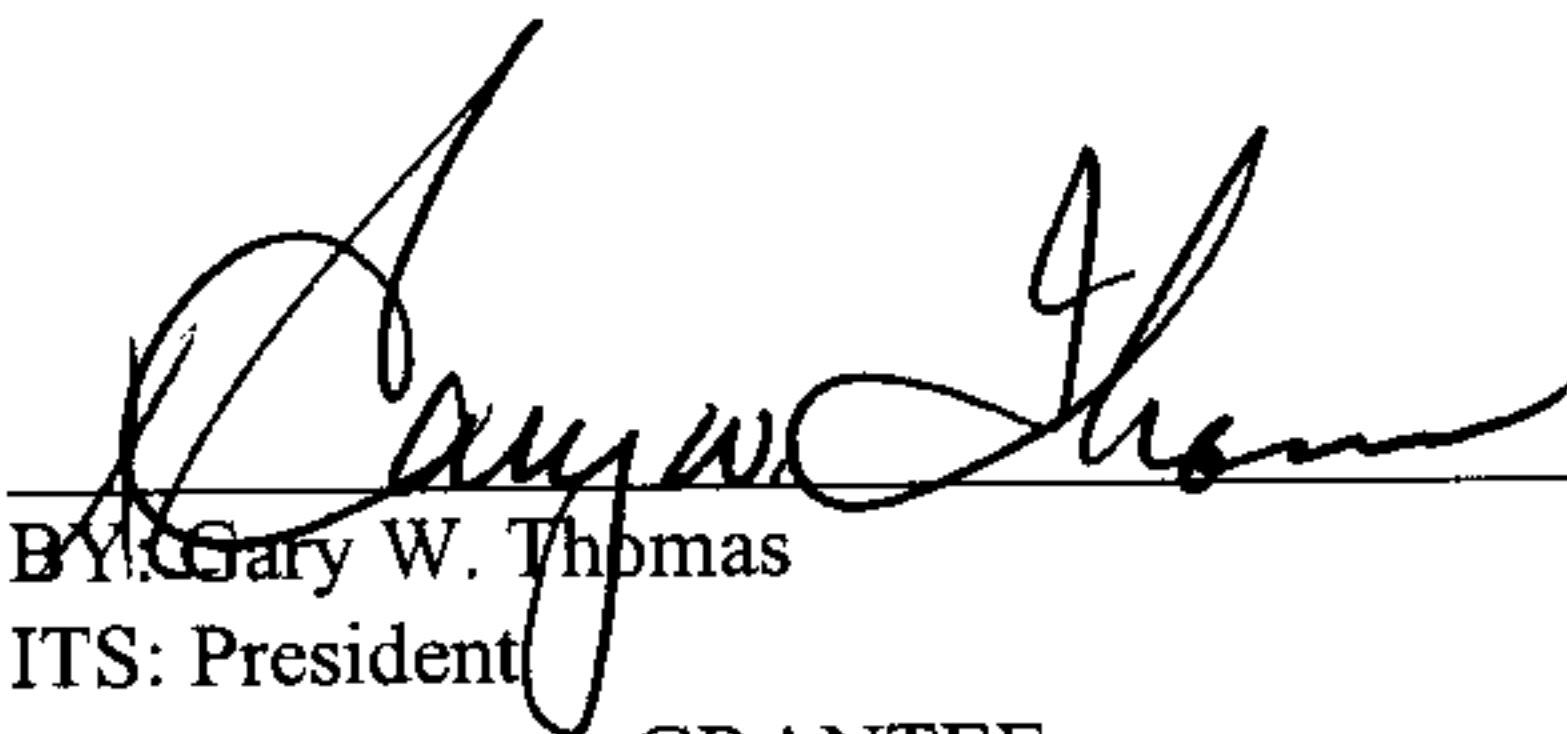
IN WITNESS WHEREOF, the said American Land Development Corporation, a corporation, by its President, Gary W. Thomas, who is authorized to execute this conveyance, has hereto set his signature and seal, this 25th day of July, 2001.

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 his signature and seal, this 25th day of July, 2001.

American Land Development Corporation

 (SEAL)  
BY: Gary W. Thomas  
ITS: President  
GRANTOR

American Homes & Land Corporation

 (SEAL)  
BY: Gary W. Thomas  
ITS: President  
GRANTEE

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 Land Development Corporation, a corporation, 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 25th day of July, 2001.

Patricia Dauling  
NOTARY PUBLIC  
My commission expires: 5/23/2005

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 25th day of July, 2001.

Patricia Dauling  
NOTARY PUBLIC  
My commission expires: 5/23/2005

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