

THIS INSTRUMENT WAS PREPARED BY:

Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
Stirling Group, Inc. and  
Reid Jones, a Joint Venture

2801 QUEENSTOWN RD.  
TRUSSVILLE, AL 35173

Inst # 2001-44268

10/11/2001-44268  
02:55 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 15.00

CORPORATION WARRANTY DEED

THE STATE OF ALABAMA )

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

That in consideration of Nine Hundred Twenty-Four Thousand Eight Hundred and No/100, (\$924,800.00), DOLLARS, in hand paid to the undersigned, Shelby Development Co., Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Stirling Group, Inc. and Reid Jones, a Joint Venture, (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 thru 32, according to the Survey of Meadow Brook Townhomes - Phase III, as recorded in Map Book 28, Page 135, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2002.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Volume 66, Page 34.
3. Right of Way granted to Alabama Power Company by instrument recorded in Book 75, Page 649.
4. Terms and conditions of agreement as set out in instrument recorded in Instrument #2001-11922.
5. Restrictions appearing of record in Book 23, Page 621; Book 121, Page 931; Book 153, Page 921 and Book 216, Page 538.
6. Easements and building line as shown on recorded map.
7. Restrictions as shown on recorded map.
8. Notice is hereby given that the recorded subdivision map, as recorded in Map Book 28, Page 135, contains on the face of same a statement pertaining to natural lime sinks.

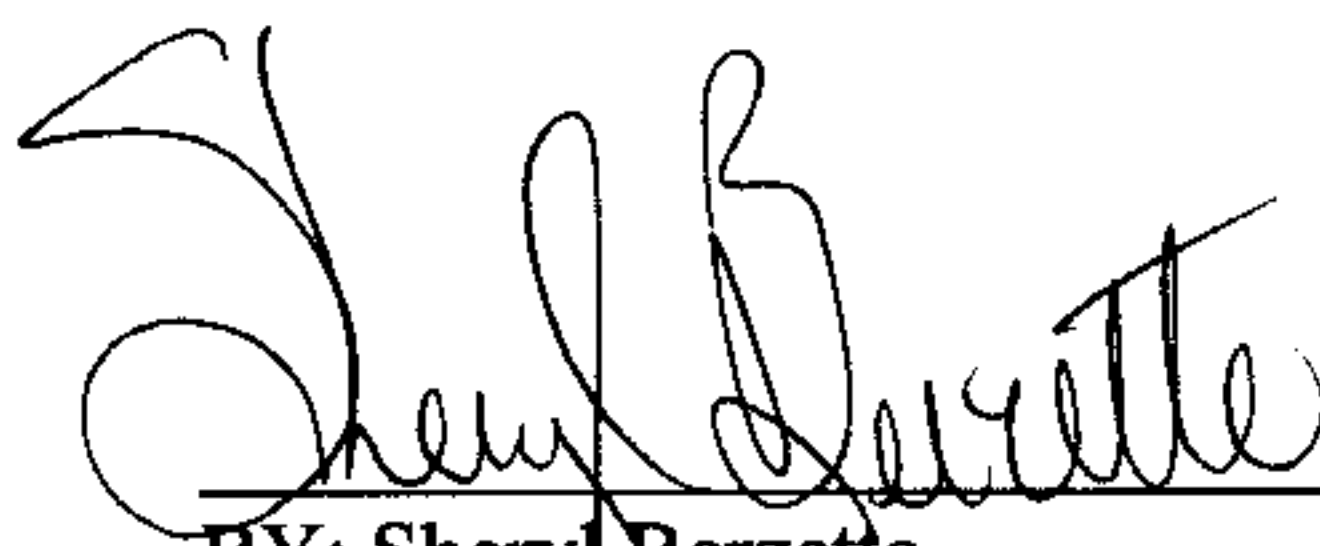
ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And said Shelby Development Co., Inc., 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 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.

IN WITNESS WHEREOF, the said Shelby Development Co., Inc., a corporation by its President, Sheryl Berzette, who is authorized to execute this conveyance, has hereto set her signature and seal, this 2nd day of October, 2001.

Shelby Development Co., Inc.



(SEAL)

BY: Sheryl Berzette  
ITS: President

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 Sheryl Berzette whose name as President, of Shelby Development Co., Inc., 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, she, 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 2nd day of October, 2001.



NOTARY PUBLIC

My commission expires: My Commission Expires May 21, 2004

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