

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
American Land Development Corporation
260 Commerce Parkway
Pelham, AL 35124

WARRANTY DEED

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

That in consideration of Six Hundred Seventy-Six Thousand and No/100, (\$676,000.00), DOLLARS, in hand paid to the undersigned, Forest Lakes, L.L.C., a limited liability company, (hereinafter referred to as "GRANTOR"), by American Land Development 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 59, 63, 64, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 77, 80, 80A, 80B, 80C, 80D, 83, 87, 92, 96, 99, 100 and 101, according to the Map and Survey of Forest Lakes Sector 2-Phase 2, as recorded in Map Book 29, Page 127, in the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2002.
2. Reservation of mineral and mining rights in the instrument recorded in Book 53, Page 262 and 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; Book 133, Page 210; Real Volume 31, Page 255 and Deed Book 124, Page 519.
4. Right of way to Shelby County as recorded in Deed Book 228, Page 339 and Book 228, Page 341.
5. Restrictions as recorded in Map Book 29, Page 114.
6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Instrument #2002-17094.
7. Right of way to Alabama Power Company as recorded in Book 126, Page 191; Book 126, Page 323; Book 139, Page 127 and Book 236, Page 329.
8. Easement to Shelby County for ingress and egress as recorded in Instrument #1993-03955; Instrument #1993-03957; Instrument #1993-03959; Instrument #1993-03960; Instrument #1993-03961; Instrument #1993-03964; Instrument #1993-03965 and Instrument #1993-03966.
9. Certification of Annexation Ordinance as recorded in Instrument #2002-14968.
10. 15 foot minimum building setback line from Forest Lakes Lane as shown on recorded map of said subdivision. (All Lots)
11. 7.5 foot easement along the Northeast property line as shown on recorded map of said subdivision. (Lots 62, 74, 75, 87 and 100)
12. Part of a 60 foot easement along the Southwest property line as shown on recorded map of said subdivision. (Lot 63)

13. 7.5 foot easement along the Southwest property line as shown on recorded map of said subdivision. (Lot 76)
14. 15 foot minimum building setback line from Forest Lakes Place as shown on recorded map of said subdivision. (Lots 79 and 80)
15. 7.5 foot easement along the Southwest property line as shown on recorded map of said subdivision. (Lot 85)
16. 10 foot easement along the Northeast and Southwest property lines as shown on recorded map of said subdivision. (Lot 86)
17. 10 foot easement along the Southwest property line as shown on recorded map of said subdivision. (Lot 98)
18. 10 foot easement along the Northeast and a 7.5 foot easement along the Southwest property lines as shown on recorded map of said subdivision. (Lot 99)

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

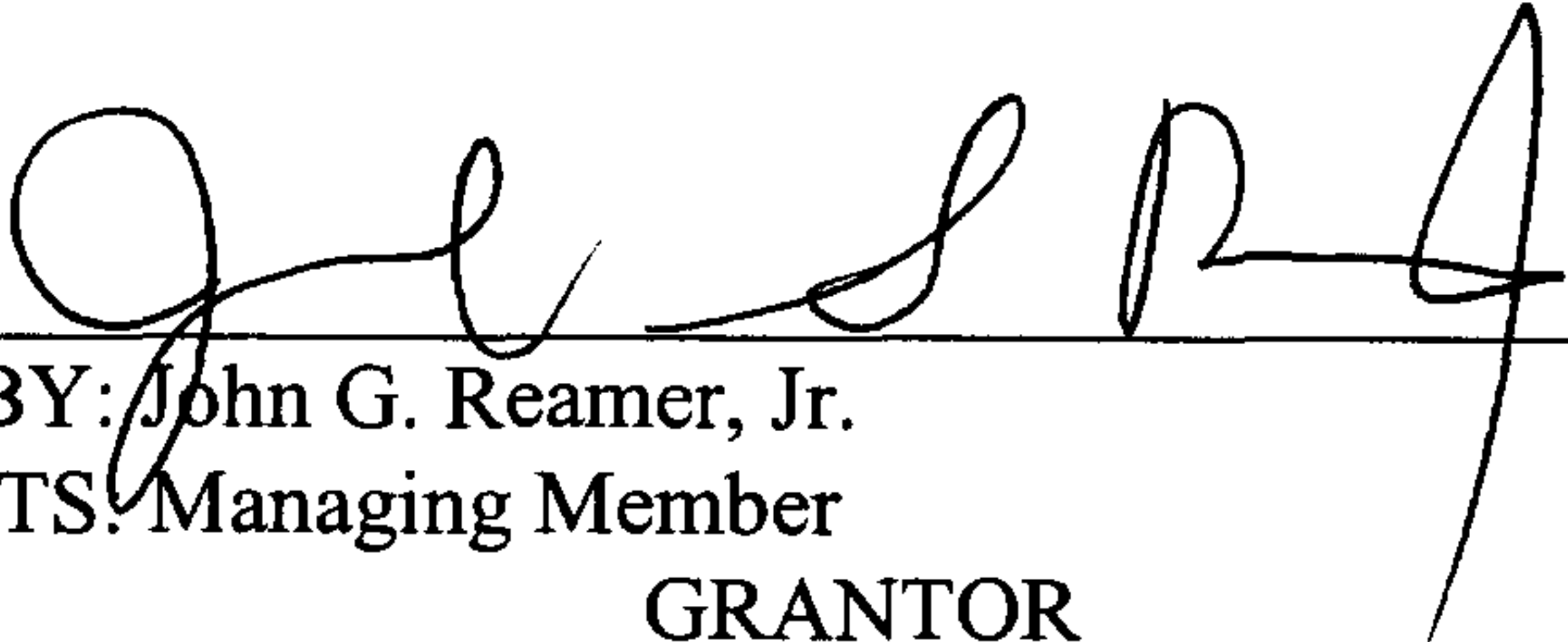
And said Forest Lakes, L.L.C., a limited liability company, does for itself, its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that it lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above, that it has 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.

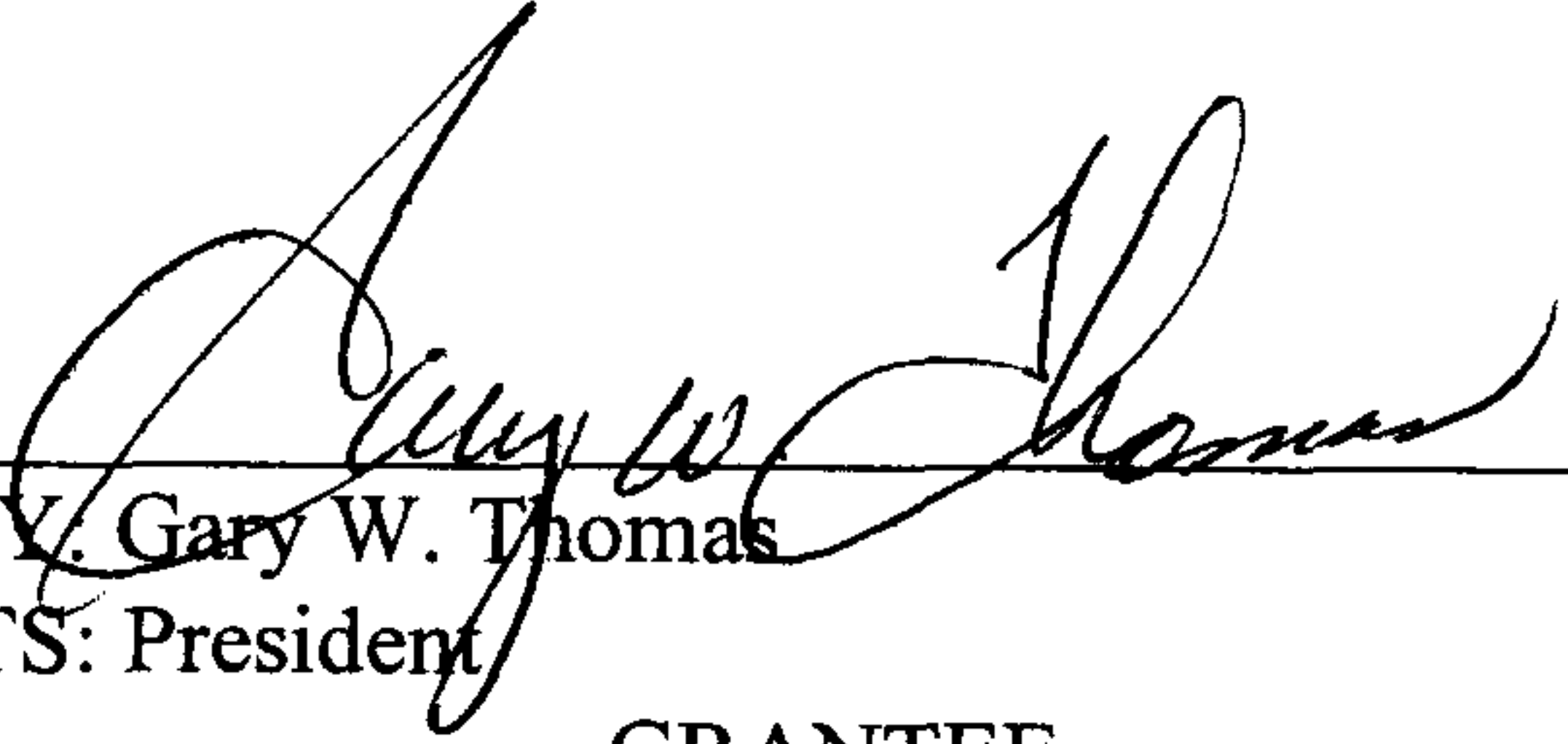
IN WITNESS WHEREOF, the said Forest Lakes, L.L.C., a limited liability company, by its Managing Member, John G. Reamer, Jr., who is authorized to execute this conveyance, has hereto set his signature and seal, this 7th day of May, 2002.

IN WITNESS WHEREOF, the said American Land Development 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 7th day of May, 2002.

Forest Lakes, L.L.C.

 (SEAL)
BY: John G. Reamer, Jr.
ITS: Managing Member
GRANTOR

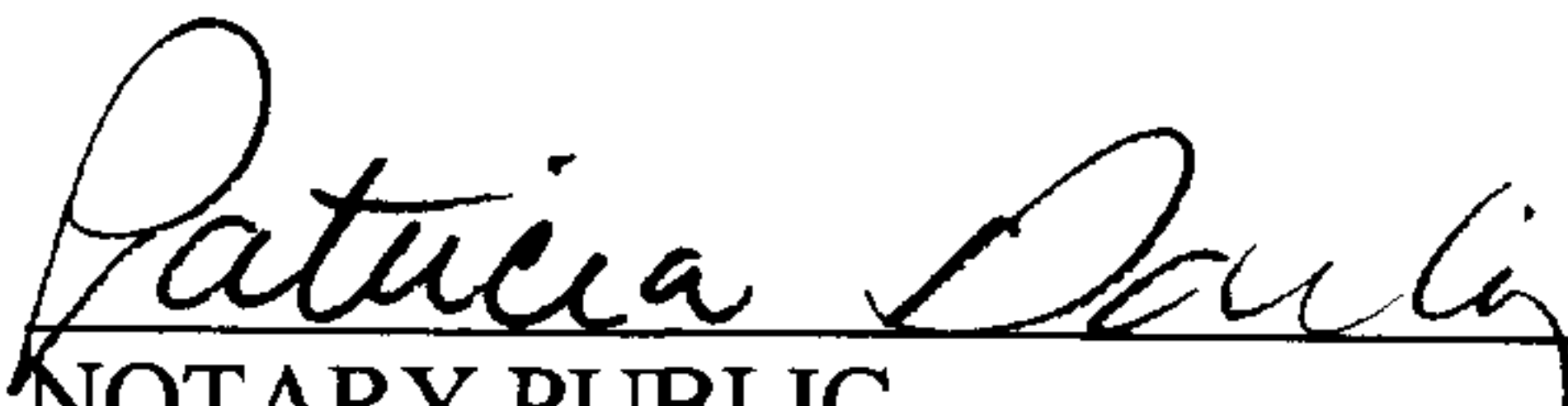
American Land Development Corporation

 (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 John G. Reamer, Jr. whose name as Managing Member, of Forest Lakes, L.L.C., a limited liability company, 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 member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 7th day of May, 2002.

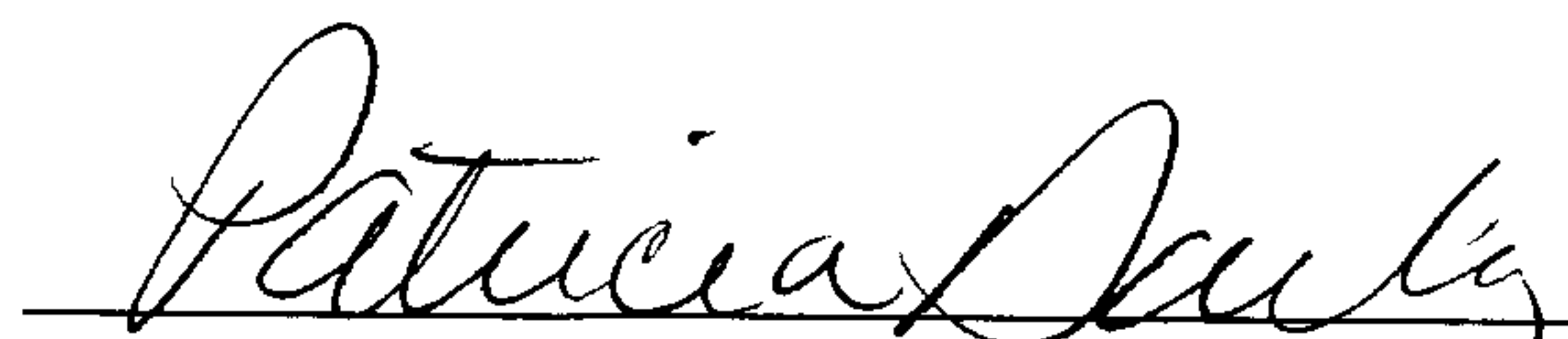


NOTARY PUBLIC
My commission expires: 5/23/2005

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 Land Development 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 7th day of May, 2002.



NOTARY PUBLIC
My commission expires: 5/23/2005