

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

SEND TAX NOTICE TO:  
Gary Dowling  
Patricia Dowling  
1000 Eagle Crest Circle  
Birmingham, AL 35242

CORPORATION WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

---

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

That in consideration of Thirty Thousand and No/100, (\$30,000.00), DOLLARS, in hand paid to the undersigned, American Land Development Corporation, a corporation, (hereinafter referred to as "GRANTOR"), by Gary Dowling and Patricia Dowling, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEES the following described real estate, located and situated in Shelby Alabama, to wit:

Lot 66, 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 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 UNTO the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the GRANTEES herein) in the event one GRANTEE herein survives the other, the entire interest in fee simple shall pass to the surviving GRANTEE, and if one does not survive the other, then the heirs and assigns of the GRANTEES herein shall take as tenants in common.

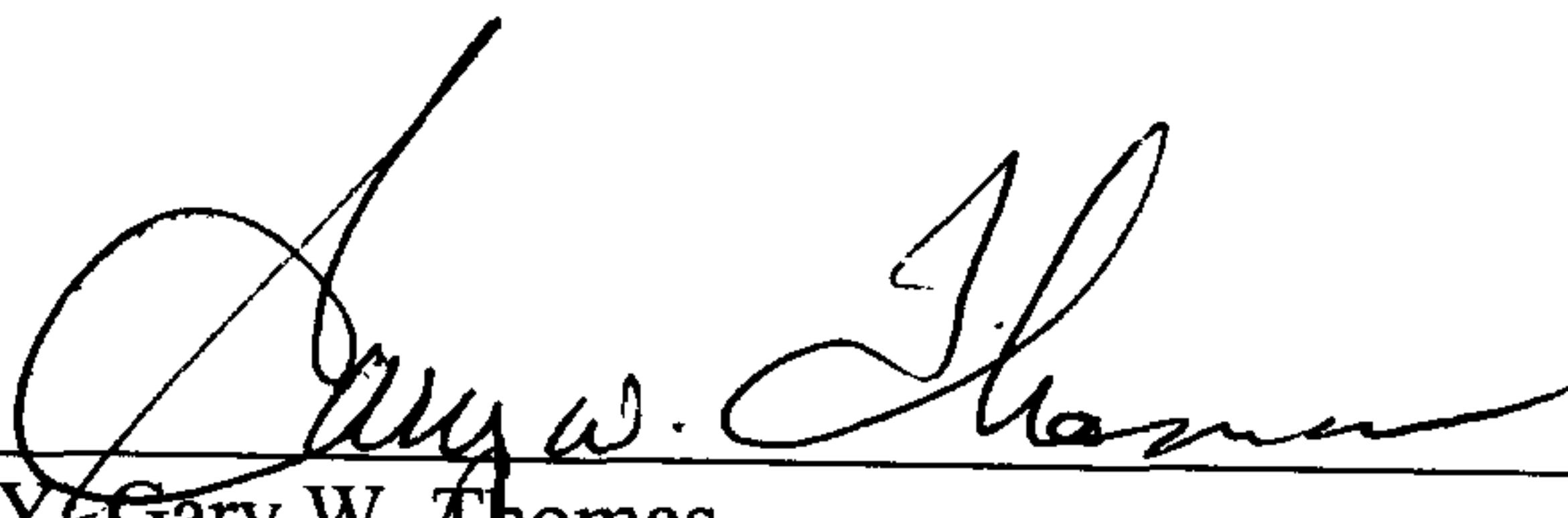
And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

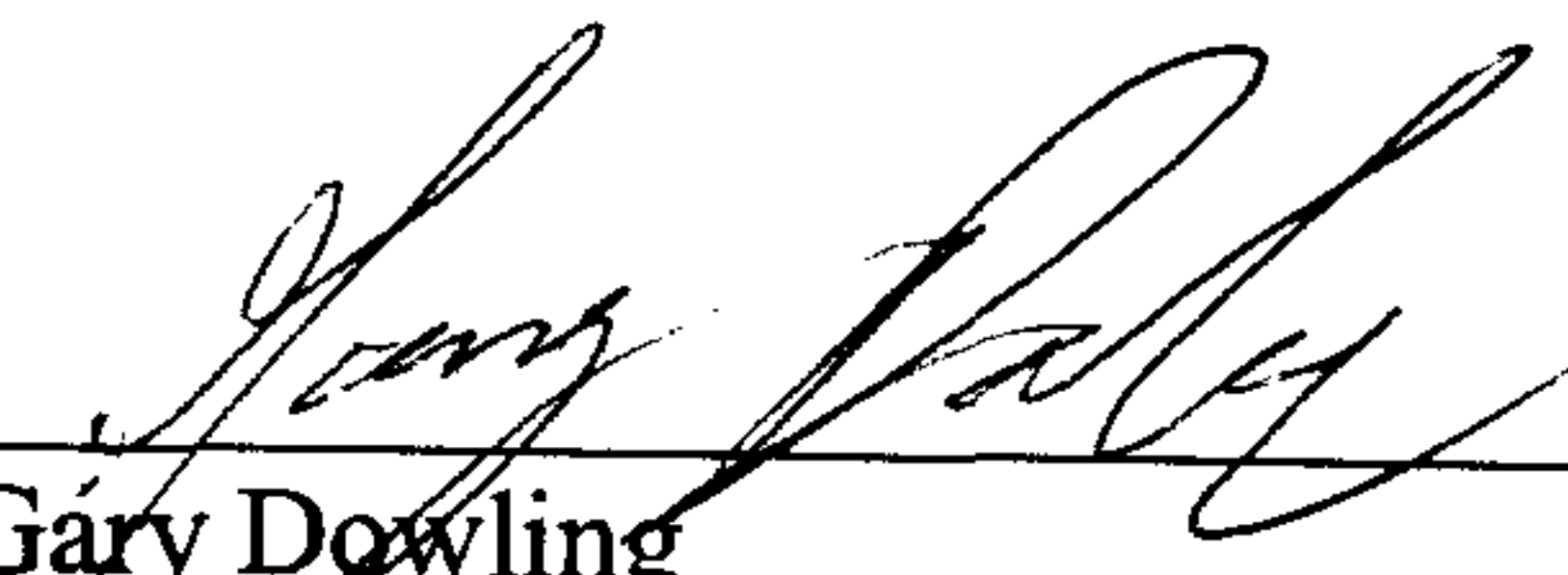
GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out herein above.

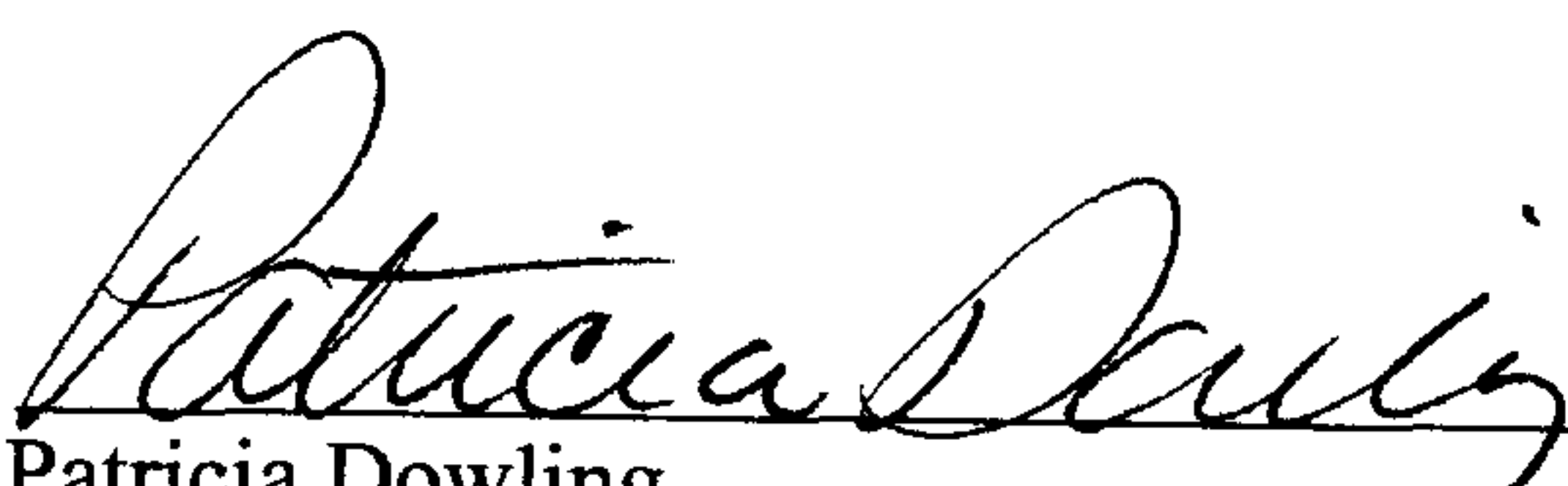
IN WITNESS WHEREOF, the said GRANTOR, by its President, whose name is Gary W. Thomas, who is authorized to execute this conveyance, has hereto set his signature and seal, this 7th day of May, 2002.

IN WITNESS WHEREOF, we, the GRANTEES, have hereunto set our hands and seals, this 7th day of May, 2002.

American Land Development Corporation

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

  
Gary Dowling (SEAL)  
GRANTEE

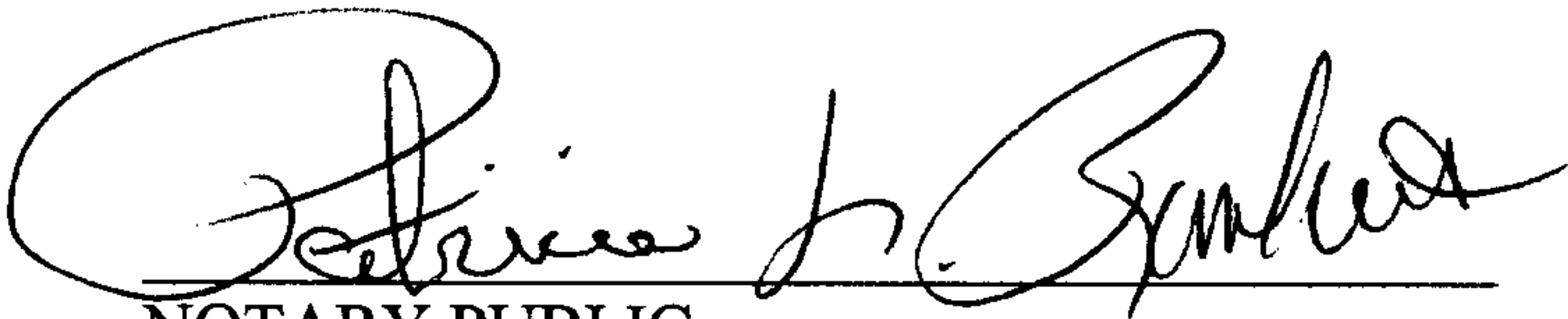
  
Patricia Dowling (SEAL)  
GRANTEE

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, 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 7th day of May, 2002.



NOTARY PUBLIC

My commission expires:

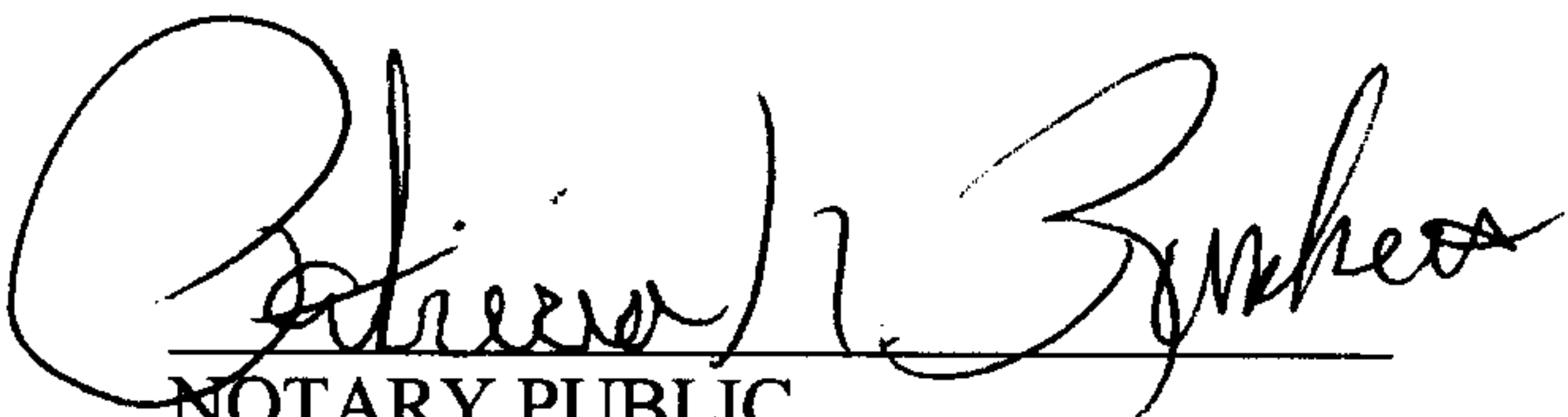
My Commission Expires: February 20, 2005

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 Dowling and spouse, Patricia Dowling, whose names are signed to the foregoing conveyance as GRANTEES, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

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



NOTARY PUBLIC

My commission expires:

My Commission Expires: February 20, 2005