

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

WARRANTY DEED

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

That in consideration of Two Million Eight Hundred Eighty-Nine Thousand and No/100, (\$2,889,000.00), 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 to 84, inclusive, according to the Map and Survey of Old Cahaba II-B, as recorded in Map Book 30, Page 28, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2002.
2. Right of way to Shelby County as recorded in Volume 155, Page 331; Volume 1565, Page 425 and Lis Pendens Book 2, Page 165.
3. Right of way granted to Alabama Power Company by instrument recorded in Volume 247, Page 853; Volume 131, Page 447 and Volume 139, Page 238.
4. Reservation of mineral and mining rights in the instrument recorded in Volume 61, Page 164, together with the appurtenant rights to use the surface.
5. Covenants and agreements relating to roadway easement as recorded in Volume 133, Page 277.
6. Timber Deed recorded in Instrument # 1997-28869.
7. Right of way to BellSouth Mobility as recorded in Instrument # 1998-26454.
8. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument # 2002-36953.
9. 20 foot minimum building setback line from Old Cahaba Parkway as shown on recorded map of said subdivision. (Lots 1, 4, 5, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84)
10. 20 foot minimum building setback line from Old Cahaba Drive as shown on recorded map of said subdivision. (Lots 1, 2, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 70 and 71)
11. 20 foot minimum building setback line from Old Cahaba Way as shown on recorded map of said subdivision. (Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70)
12. 20 foot minimum building setback line from Old Cahaba Place as shown on recorded map of said subdivision. (Lots 33, 34, 35, 36, 61, 77, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59,

- 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78)
13. 10 foot easement along Old Cahaba Parkway as shown on recorded map of said subdivision. (Lots 71, 72, 73, 74, 75, 76, 77, 78, 79, 80 and 81)
  14. 10 foot easement along rear of said lot as shown on recorded map of said subdivision. (Lots 14, 28, 29, 30, 31, 32, 33, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80 and 81)
  15. 30 foot centerline easement along rear of said lot as shown on recorded map of said subdivision. (Lots 17, 18, 19, 20, 24, 25, 26, 27, 30, 40, 41, 42, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 and 77)
  16. 15 foot centerline easement along part of lot; undetermined easement along the Northeasterly property line and a undetermined easement for roadway utilities along the Northeasterly property line as shown on recorded map of said subdivision. (Lot 5)
  17. 10 foot centerline easement along the Southerly lot line as shown on recorded map of said subdivision. (Lot 4)
  18. 10 foot centerline easement along the Northerly lot line as shown on recorded map of said subdivision. (Lot 5)
  19. 20 foot centerline easement along the front corner as shown on recorded map of said subdivision. (Lot 2, 4 and 5)
  20. 15 foot centerline easement along front and easterly property line as shown on recorded map of said subdivision. (Lot 6)
  21. 15 foot centerline easement along the Westerly property line (Lot 8) and Easterly property line (Lot 9) as shown on recorded map of said subdivision.
  22. 15 foot centerline easement along the Easterly lot line; 10 foot easement along portion of the Southwesterly lot lines and undetermined easement through middle of property as shown on recorded map of said subdivision. (Lot 15)
  23. 15 foot centerline easement along the Westerly lot line; 20 foot centerline easement along the Easterly and a undetermined easement through middle of property as shown on recorded map of said subdivision. (Lot 16)
  24. 20 foot centerline easement along the Southerly property line as shown on recorded map of said subdivision. (Lots 17, 26 and 34)
  25. 20 foot centerline easement along the Northerly property line as shown on recorded map of said subdivision. (Lots 27, 33 and 43)
  26. 15 foot centerline easement along the Northerly property line as shown on recorded map of said subdivision. (Lots 32 and 36)
  27. 15 foot centerline easement along the Southerly property line as shown on recorded map of said subdivision. (Lots 33 and 37)
  28. 20 foot centerline easement along the Southeasterly property line as shown on recorded map of said subdivision. (Lot 42)
  29. 10 foot centerline easement along the Southwesterly property line as shown on recorded map of said subdivision. (Lots 63 and 65)
  30. 10 foot centerline easement along the Southeast property line as shown on recorded map of said subdivision. (Lots 64 and 66)
  31. 10 foot centerline easement along the Northerly property line as shown on recorded map of said subdivision. (Lots 67 and 73)
  32. 10 foot centerline easement along the Southerly property line as shown on recorded map of said subdivision. (Lots 68 and 72)
  33. Approximate location of 100 year flood prone area going through lots as shown on recorded map of said subdivision. (Lots 14, 15, 16, 17, 27, 28, 53, 54, 55, 56, 57, 58, 59, 60, 79 and 80)

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

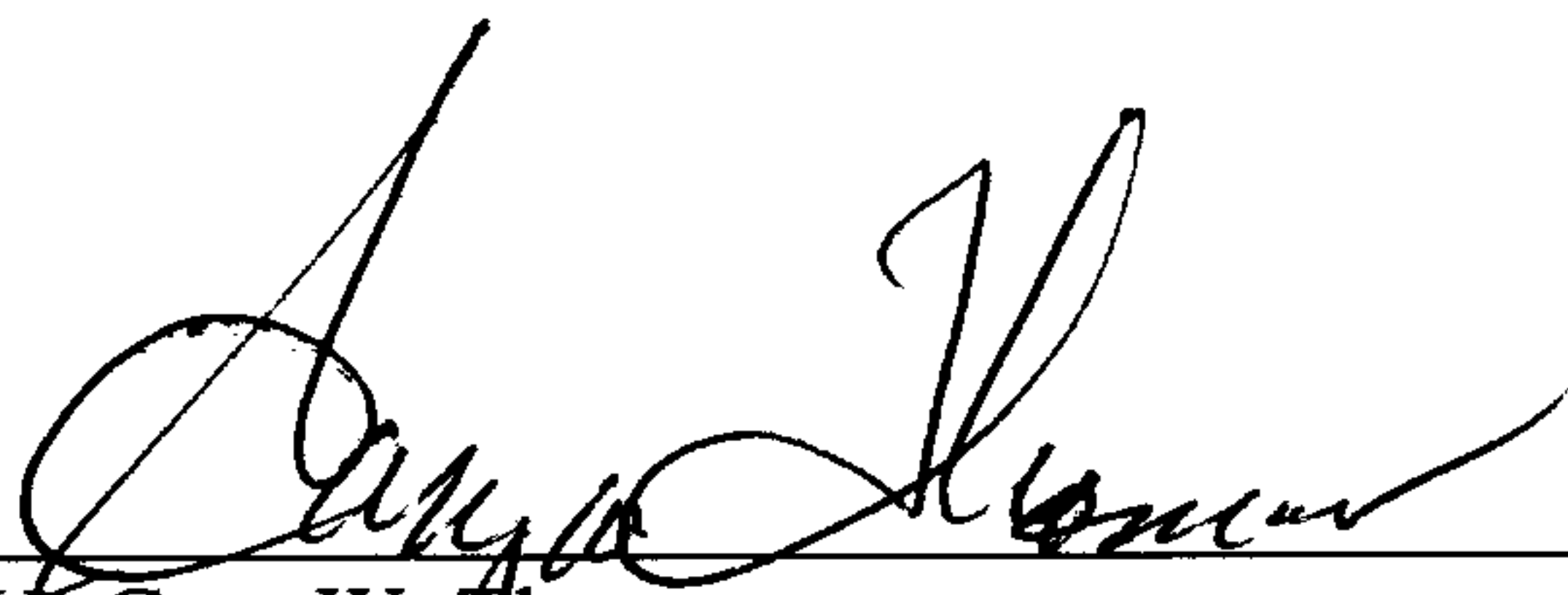
TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.



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.

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 9th day of August, 2002.

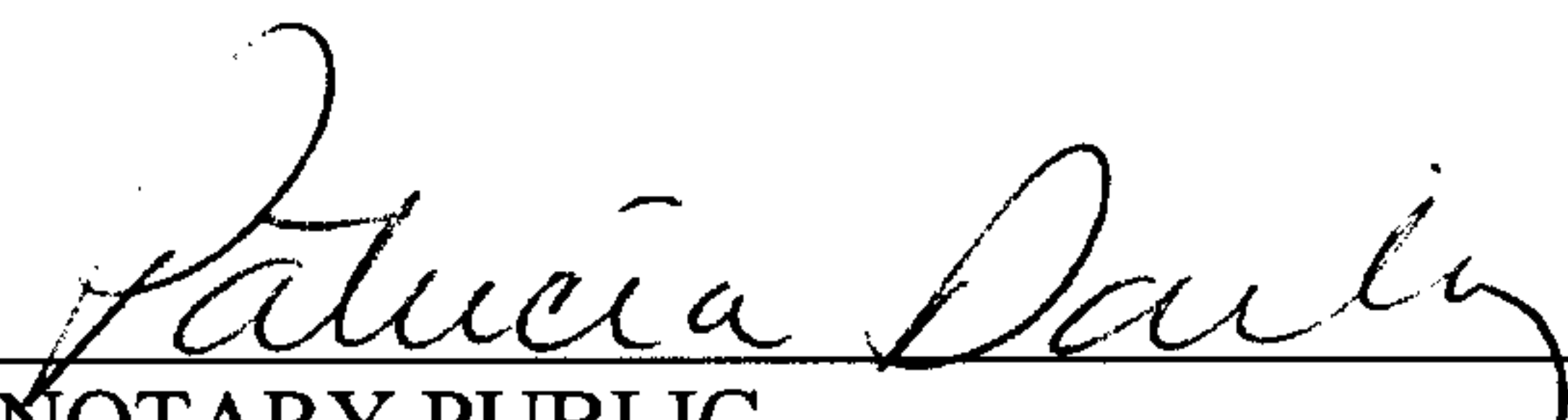
American Land Development Corporation

  
\_\_\_\_\_(SEAL)  
BY: Gary W. Thomas  
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 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 9th day of August, 2002.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 5/23/2005