

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Send Tax Notice To:  
R. Wilkins Construction Inc.  
191 Hidden Creek Parkway  
Pelham, AL 35124

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That for and in consideration of One Hundred Seventy One Thousand Six Hundred and no/100 DOLLARS (\$ 171,600.00 ), and other good and valuable consideration, the undersigned grantor **FORESIGHT DEVELOPMENT, LLC.** an Alabama limited liability company, (the "Grantor"), in hand paid by **R. Wilkins Construction Inc., Pelham, AL.** (the "Grantor"), the receipt and sufficiency whereof is hereby acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee, the following real estate situated in Shelby County, Alabama, to wit:

Lot(s) 53,54,55,56,57,58 Hayesbury Phase II according to the plat there of recorded in Map Book 30, Page 104, in the Office of the Judge of Probate of Shelby County, Alabama.

**SUBJECT, HOWEVER, TO THE FOLLOWING:**

1. Ad valorem taxes for the year 2003, which constitute a lien but are not yet due and payable;
2. Any and all easements, rights of way, restrictions, and encumbrances of record.

**TO HAVE AND TO HOLD** unto the said Grantee, and its successors and assigns forever, subject however to the exceptions noted above.

**IN WITNESS WHEREOF, FORESIGHT DEVELOPMENT, LLC.** Has caused these presents to be executed by its duly authorized member this 21<sup>st</sup> day of November, 2002.

FORESIGHT DEVELOPMENT, LLC.  
An Alabama Limited Liability Company

By: Paul J. Spina Jr.  
MEMBER

SATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul J. Spina, Jr., whose name as member of Foresight Development, LLC, 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 such conveyance, he as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand, this 21st day of November, 2002.

Alan R. Dever  
NOTARY PUBLIC

My commission expires: 11/7/05

CHICAGO TITLE INSURANCE COMPANY

ORDER NO:

## AFFIDAVIT AND AGREEMENT

**STATE OF** **Alabama** )  
 ) **S.E.**  
**COUNTY OF** **Shelby** )

On this 21st day of November, 2002, before me personally appeared Foresight Development, LLC, an Alabama Limited Liability Company, owners of property, and N/A General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persona, firms, and corporations, including the General Contractor and all sub-contractors, who have furnished services. Labor, or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real state hereinafter described, have been paid in full and that such work was fully completed on or before N/A by the owners, free and clear of any mechanic's lien whatever, all such items or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

N/A

Affiants, parties hereto, hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfilled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold said Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies not to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall insure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

The real state and improvements referred to herein are situated at Hayesbury Phase II, in the County of Shelby State of Alabama and are described as follows to wit:

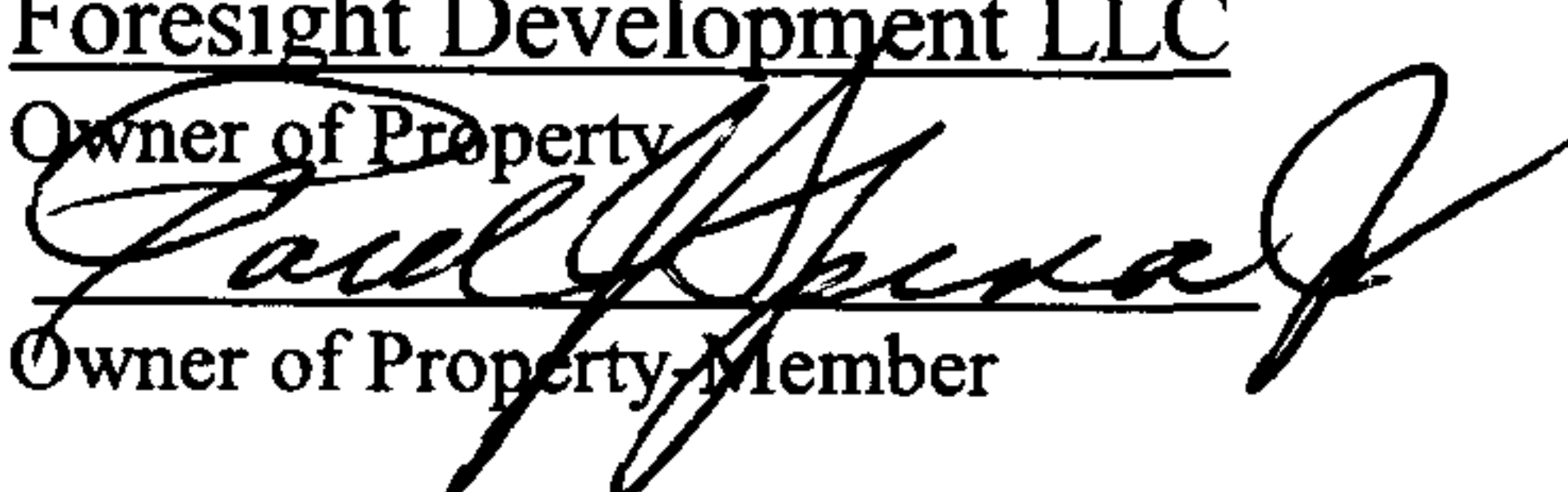
Lots 53,54,55,56,57,58 Hayesbury Phase II

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the signatures should be those officers of the corporations, preferably the Presidents.

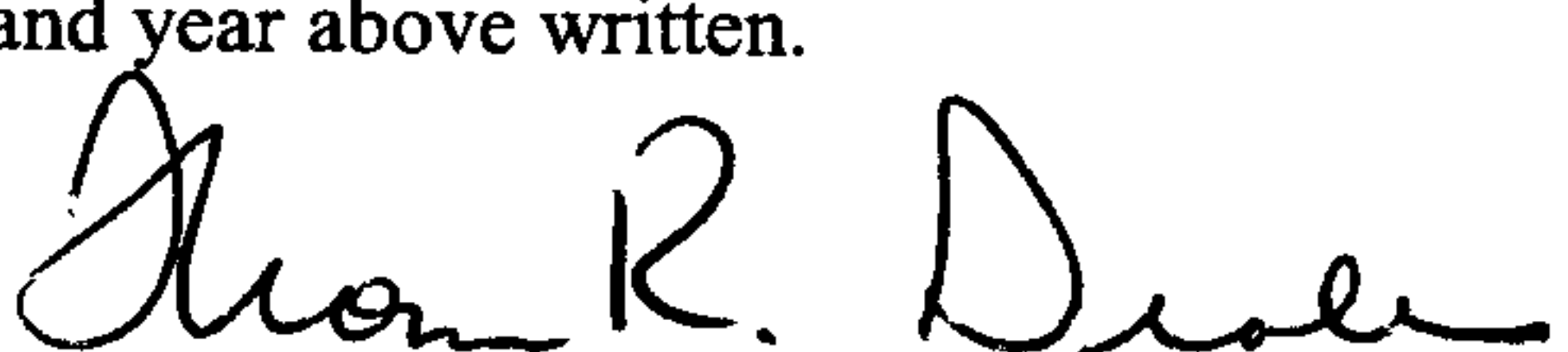
Foresight Development LLC

Owner of Property

  
Owner of Property, Member

General Contractor

Subscribed, and sworn to before me the day and year above written.

  
Notary Public

My Commission Expires on Nov. 7, 2005

For use with corporate landowner and/or corporate contractor:

\_\_\_\_\_

a corporation of the State of \_\_\_\_\_ joins in the execution of this instrument for the purpose of adopting all the representations of fact made in the foregoing affidavit and hereby joins in all the agreements of indemnity and waivers therein contained.

\_\_\_\_\_  
Name of Corporation)

Affix corporate  
seal here.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary