

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

TIMBERLAKE DEVELOPMENT, LLC

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

WARRANTY DEED

Know All Men by These Presents: That in consideration of THREE HUNDRED TWO THOUSAND NINE HUNDRED SEVEN DOLLARS and 00/100 (\$307,907.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, SHIRLEY M. KEYDOSZIUS, A MARRIED PERSON (herein referred to as GRANTORS) do grant, bargain, sell and convey unto TIMBERLAKE DEVELOPMENT, LLC, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE SW 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 4 WEST SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 47 MIN. 24 SEC. EAST A DISTANCE OF 1337.63 FEET; THENCE SOUTH 00 DEG. 34 MIN. 54 SEC. EAST A DISTANCE OF 1,342.68 FEET; THENCE NORTH 89 DEG. 19 MIN. 58 SEC. WEST A DISTANCE OF 1,340.42 FEET; THENCE NORTH 00 DEG. 28 MIN. 12 SEC. WEST A DISTANCE OF 1,331.95 FEET TO THE POINT OF BEGINNING; SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2002 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003.
2. ANY PRIOR RESERVATION OR CONVEYANCE TOGETHER WITH RELEASE OF DAMAGES OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO GAS, OIL, SAND, AND GRAVEL IN, ON AND UNDER SUBJECT PROPERTY.
3. ANY LOSS, CLAIM, DAMAGE OR EXPENSE INCLUDING ADDITIONAL TAX DUE, IF ANY, DUE TO THE FACT THAT AD VALOREM TAXES FOR SUBJECT PROPERTY HAVE BEEN PAID UNDER A CURRENT USE ASSESSMENT (SEE 1975 CODE OF ALABAMA SECTION 40-7-25.3).

SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HER RESPECTIVE SPOUSE.

\$ 265,500.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, his, her or their heirs and assigns, forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, SHIRLEY M. KEYDOSZIUS, A MARRIED PERSON, have hereunto set his, her or their signature(s) and seal(s), this the 2nd day of May, 2003.


SHIRLEY M. KEYDOSZIUS

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that SHIRLEY M. KEYDOSZIUS, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of May, 2003.


Notary Public

My commission expires: 9.29.06