

Send Tax Notice To: Jimmie Parker Custom Homes, LLC 207 Birch Creek Drive Birmingham, Alabama 35242

> This instrument was prepared by: James W. Fuhrmeister ALLISON, MAY, ALVIS, FUHRMEISTER, KIMBROUGH & SHARP, L.L.C. P. O. Box 380275 Birmingham, AL 35238

WARRANTY DEED		
STATE OF ALABAMA)	IZNIČNU AT I NJENI DNI TRIJECE DDECENITE
COUNTY OF SHELBY)	KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION OF Thirty-Two Thousand Five Hundred and 00/100 (\$32,500.00) Dollars and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, Deer Ridge Development, LLC, (herein referred to as Grantor) does grant, bargain, sell and convey unto Jimmie Parker Custom Homes, LLC (herein referred to as Grantees), the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Exhibit "A" for legal description.

Subject to existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, if any, of record. Also subject to Restrictions, covenants and conditions as set out in instruments recorded in Inst #1997-13493, Inst. #1998-6509 and Inst. #1999-25578 in the Probate Office. Also subject to Restrictions, limitations, conditions and other provisions a set out in Map Book 22, Page 80 and Map Book 20, Page 1 in the Probate Office.

Grantees agree that Grantor shall have the right to approve the plans, specifications and layout for the houses to be constructed on the property conveyed herein. Grantees further agree that upon request by Grantor, Grantees will join in the execution of restrictions and covenants applicable to the recorded subdivision, including the property herein conveyed.

The terms and conditions of that certain real estate sales contract dated May 14, 2003, between Deer Ridge Development, LLC as Seller, and Jimmie Parker Custom Homes, LLC as Purchaser, survive the delivery of this deed. This shall include any required uncollected payments of silt fencing deposits.

NOTE: This is not the homestead of the Grantee or Grantor.

ALL OF THE PROCEEDS OF THE ABOVE RECITED CONSIDERATION WERE PAID FROM THE PROCEEDS OF A PURCHASE MONEY MORTGAGE CLOSED SIMULTAENOUSLY HEREWITH.

TO HAVE AND TO HOLD unto the said Grantees, they successors and assigns, forever.

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

IN WITNESS WHEREOF, Grantor has hereunto set his/her hand and seal, this 10th day of July, 2003.

DEER RIDGE DEVELOPMENT, LI BY:

> AL KNIGHT Its: Managing Member

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Al Knight as Managing Member of Deer Ridge Development, LLC, whose name 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 and with full authority, he/she executed the same voluntarily on the date the same bears date as the act of said company.

Given under my hand and official seal, this 10th day of July, 2003.

Notary Public

My commission expires:

allow May

EXHIBIT "A"

Lot 1, according to the Survey of Balentree Lake, First Addition, as recorded in Map Book 22, Page 80, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.