



20030804000501920 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
08/04/2003 09:04:00 FILED/CERTIFIED

Send Tax Notice To:
P.D. Bailey Corporation.
2298 Old Rocky Ridge Road
Birmingham, AL, 35216

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)
COUNTY OF SHELBY) **KNOW ALL MEN BY THESE PRESENTS,**

THAT IN CONSIDERATION OF **Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) Dollars** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Laydler Ammons, a married man**, (herein referred to as Grantor) does grant, bargain, sell and convey unto **P.D. Bailey Corporation**, (herein referred to as Grantee), 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 the restrictions, covenants and conditions as set out in instruments recorded in Inst. #1997-13493, Inst. #1998-6509 and Inst. #1999-25578 in Probate Office. Also subject to restrictions, limitations, conditions and other provisions as set out in Map Book 22, Page 80 and Map Book 20 Page 1 in the Probate Office.

Grantee agrees that Grantor shall have the right to approve the plans, specifications and layout for the houses to be constructed on the property conveyed herein. Grantee further agrees that upon request by Grantor, Grantee 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 P.D. Bailey Corporation, as Purchaser, survive the delivery of this deed. This shall include any required uncollected payments of silt fencing deposits.

[Signature]
NOTE: This is not the homestead of the Grantor.
THIS LOT WILL BE DEVELOPED AS A LAKE LOT PURSUANT TO THE RECORDED PLAT MAP. IF THE LAKE IS NOT BUILT, GRANTOR SHALL REFUND TO GRANTEE \$5,000. AS LIQUIDATED DAMAGES.
All of the above purchase price was paid from the proceeds of a purchase money mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, it successors and assigns, forever.

And Grantor does for itself and for its successors and assigns covenant with said Grantee, its 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 Grantee, its 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 14th day of July, 2003.

[Signature: Laydler Ammons]
Laydler Ammons

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laydler Ammons, whose name as of 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.

Given under my hand and official seal, this 14th day of July, 2003.

[Signature: Carol M. Kimbrough]
Notary Public
My commission expires: 2-2-05

"EXHIBIT A"

LOT 17A, ACCORDING TO THE SURVEY OF DEER RIDGE LAKES, SECTOR 3,
AS RECORDED IN MAP BOOK 31, PAGE 107 IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY,
ALABAMA.