

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

A. Scott Roebuck  
PADEN & PADEN  
Attorneys at Law  
1722 - 2nd Avenue North  
Bessemer, Alabama 35020

SEND TAX NOTICE TO:

D.J.J. ENTERPRISES, LLC  
P. O. BOX 396  
PELHAM, ALABAMA 35124

STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of **TWO HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED TWO DOLLARS AND 50/100 (\$231,302.50)** to the undersigned grantor in hand paid by the GRANTEE herein, the receipt of which is acknowledged, I, **KENNETH L. ROSSER, A MARRIED MAN** (herein referred to as GRANTOR) do grant, bargain, sell and convey unto **D.J.J. ENTERPRISES, LLC, A LIMITED LIABILITY COMPANY**, (herein referred to as GRANTEE) the following described real estate, situated in **SHELBY County, Alabama**, to-wit:

**LOT 1-B, 1-A, 2-A AND 2-D, ACCORDING TO A RE-SUBDIVISION OF LOTS 1 AND 2, WHISPERING PINES FARMS, AS RECORDED IN MAP BOOK 32, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Subject To:**

1. **Taxes for the year 2004 and subsequent years.**
2. **Easements and building line as shown on recorded map.**
3. **Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Volume 348, Page 614.**
4. **Right of way granted to Alabama Power Company recorded in Real 133, Page 607 (Shelby County).**
5. **Right of way granted to Shelby County recorded in Volume 221, Page 403.**
6. **Right of way granted to Bibb County recorded in Volume 74, Page 471.**
7. **Right of way granted to Colonial Pipe Line Co. as recorded in Volume 53, Page 29, Volume 54, Page 104, Volume 64, Page 267, Volume 92, Page 633 and Volume 63, Page 531 (Bibb County).**
8. **Easement for ingress and egress as recorded in Volume 128, Page 83 (Bibb County).**
9. **Easements and building line as shown on recorded map in Bibb County, Map Book \_\_\_\_\_, Page \_\_\_\_\_.**
10. **Restrictions and covenants appearing of record in Map Book \_\_\_\_\_, Page \_\_\_\_\_ (Bibb County).**

**This property does not constitute the homestead of the grantor nor that of his spouse.**

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

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, its successors and assigns, that I am lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators 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 GRANTOR, **KENNETH L. ROSSER, A MARRIED MAN**, has hereunto set his signature and seal, this the **5TH** day of **December, 2003**.

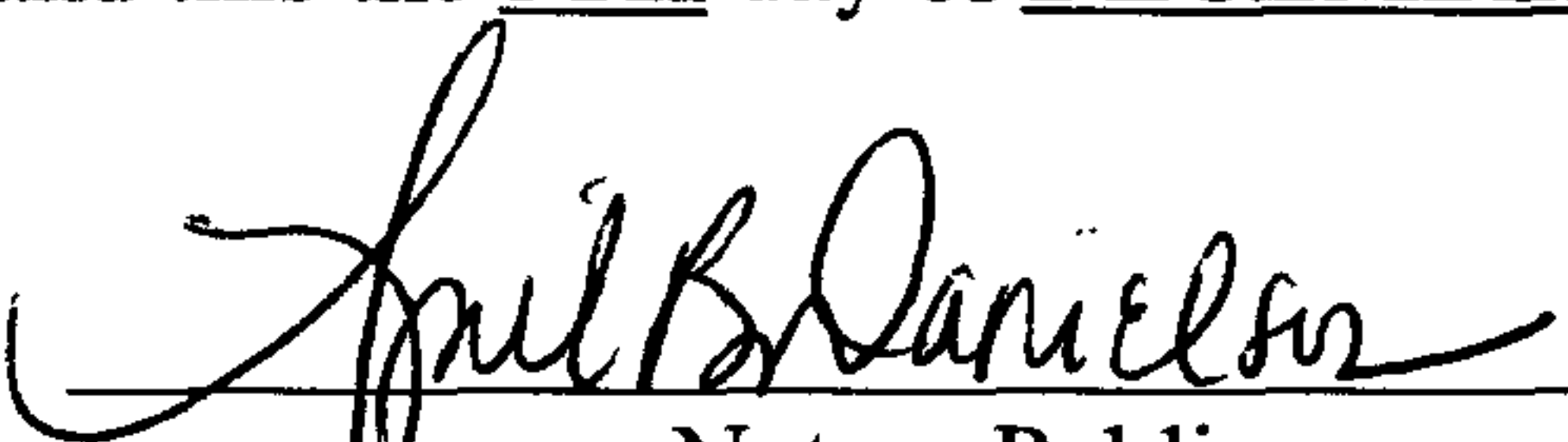
  
KENNETH L. ROSSER

STATE OF ALABAMA     )  
                                      )  
COUNTY OF JEFFERSON )

#### ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENNETH L. ROSSER, A MARRIED MAN**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand this the **5TH** day of **DECEMBER, 2003**.

  
Notary Public

My commission expires: 12/5/03 2/20/05  
                                  ok  
                                  AKO

## COVENANTS

These covenants will be placed on Lots 1B and 1A located in Bibb County, Alabama, Sec.11, Twsp.21So., Range 5W. These covenants will be placed on Lots 1A, 2A, 2B, 2C, and 2D located in Shelby County, Alabama, Sec. 11 and 12, Twsp. 21 So., Range 5W. There shall be no mobile homes including manufactured homes placed on these lots. These covenants shall be place on each deed.

If these properties are sold as a whole, then the aforementioned covenants will not apply whatsoever.