


THIS INSTRUMENT PREPARED BY:  
Courtney Mason & Associates, P.C.  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:  
Timberlake Development, LLC  
250 Yeager Parkway Suite C  
Pelham, AL 35124

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**Limited Liability Company**  
**GENERAL WARRANTY DEED**

  
20040202000053170 Pg 1/1 30.50  
Shelby Cnty Judge of Probate, AL  
02/02/2004 13:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Forty-Five Thousand and 00/100 (\$245,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Watson Creek Properties, LLC, a Limited Liability Company** (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Timberlake Development, LLC, a limited liability company**, (hereinafter referred to as GRANTEE), its successors and assigns, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lots 17, 18 and 19, according to Map entitled Caleriana Farms, as recorded in Map Book 3, Page 12, EXCEPTING that portion of Lot 19 sold to Charlie M. Gann and wife, Viola Gann, as described in Deed Book 168, page 389, recorded in Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

\$ 220,500.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S successors and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Managing Member, James Milford Lee, Jr. who is authorized to execute this conveyance, hereto set his signature and seal this the 29th day of January, 2004.

Watson Creek Properties, LLC

  
By: James Milford Lee, Jr., 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 James Milford Lee, Jr., whose name as Managing Member of Watson Creek Properties, LLC, a Limited Liability Company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 29th day of January, 2004.

  
NOTARY PUBLIC

My Commission Expires: 3/5/07

COURTNEY H. MASON, JR.  
COMMISSION EXPIRES MARCH 5, 2007