


THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Brantley Homes, Inc.
128 Highcrest Road
Pelham, AL 35124

STATE OF ALABAMA)
COUNTY OF SHELBY)


20041006000552340 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
10/06/2004 10:16:00 FILED/CERTIFIED

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Two Hundred Thousand and No/100 Dollars (\$200,000.00), and other good and valuable consideration, paid to the undersigned grantor, Wild Timber Development, L.L.C., an Alabama limited liability company ("Grantor"), by Brantley Homes, Inc. ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lots 27, 63, 64 and 65, according to the Final Plat of Wild Timber, Phase 2, as recorded in Map Book 33, at Page 9, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

SUBJECT TO: (1) Current taxes; (2) Building setback line as shown by Map Book 33, Page 9; (3) Easements as shown by recorded map in Map Book 33, at Page 9; (4) Restrictions, covenants and conditions as set out in instrument recorded in Inst. No. 20030430000265980 and amended in Inst. No. 20040324000150320 in the Probate Office; (5) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 244, at Page 587, Inst. No. 1997-9552 and Inst. No. 2000-04451 in the Probate Office; (6) Right of Way to Plantation Pipeline as shown by instrument recorded in Deed 253, at Page 324, in the Probate Office; (7) Restrictions, Covenants and Grant of Land Easement as shown by Instrument recorded in Inst. No. 20040102000000230, in the Probate Office.

Purchaser agrees that Seller shall have the right to approve the plans, specifications and layout for the houses to be constructed upon the Property. Purchaser further agrees that upon request by Seller, Purchaser will join in the execution of restrictions and covenants applicable to the Wild Timber Subdivision, including the Property.

The terms and conditions of that certain contract dated July 7, 2004, between Wild Timber Development, L.L.C., as Seller, and Brantley Homes, Inc., as Purchaser, survive the delivery of this deed.

This deed has been executed as required by the Articles of Organization and Operating Agreement of Wild Timber Development, L.L.C. and same have not been modified or amended.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 15th day of September, 2004.

WITNESS:

A. Marshall

Wild Timber Development, L.L.C.

By

Delton Lane Clayton, as its Member

Delivery of Deed accepted with stated conditions.
Brantley Homes, Inc.

By:

As its

President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton Lane Clayton, whose name as Member of Wild Timber Development, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, he, as such Member and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 15th day of September, 2004.

Apre P. Marshall
Notary Public

My Commission Expires: 3/13/2007

**\$200,000.00 of the consideration herein was
derived from a mortgage closed simultanelously
herewith.**