



This Instrument Was Prepared By:
Mark E. Hoffman, Esquire
2229 First Avenue North
Birmingham, Alabama 35203

Send Tax Notice To:
Issac David
615 23rd Street South
Birmingham, AL 35233

Value \$10,000.00

GENERAL WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS

SHELBY COUNTY)

That in consideration of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration, the undersigned ELITE DEVELOPMENT, LLC, an Alabama limited liability company (herein referred to as "Grantor") in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto ISSAC DAVID (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 41, according to the Survey of Brook Highland, 1st Sector, as recorded in Map Book 12, Page 62 A & B in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad Valorem taxes for the year 2005 and subsequent years which are not yet due and payable.
2. Building setback lines, easements and restrictions, conditions, release of damages, etc. as set out on the record map.
3. 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 Book 32, Page 48, and Deed Book 121, Page 294.
4. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as set out on Map Book 12, Page 62 A & B.
5. Restrictive covenants as to underground power distribution in favor of Alabama Power Company in Real 181, Page 995.

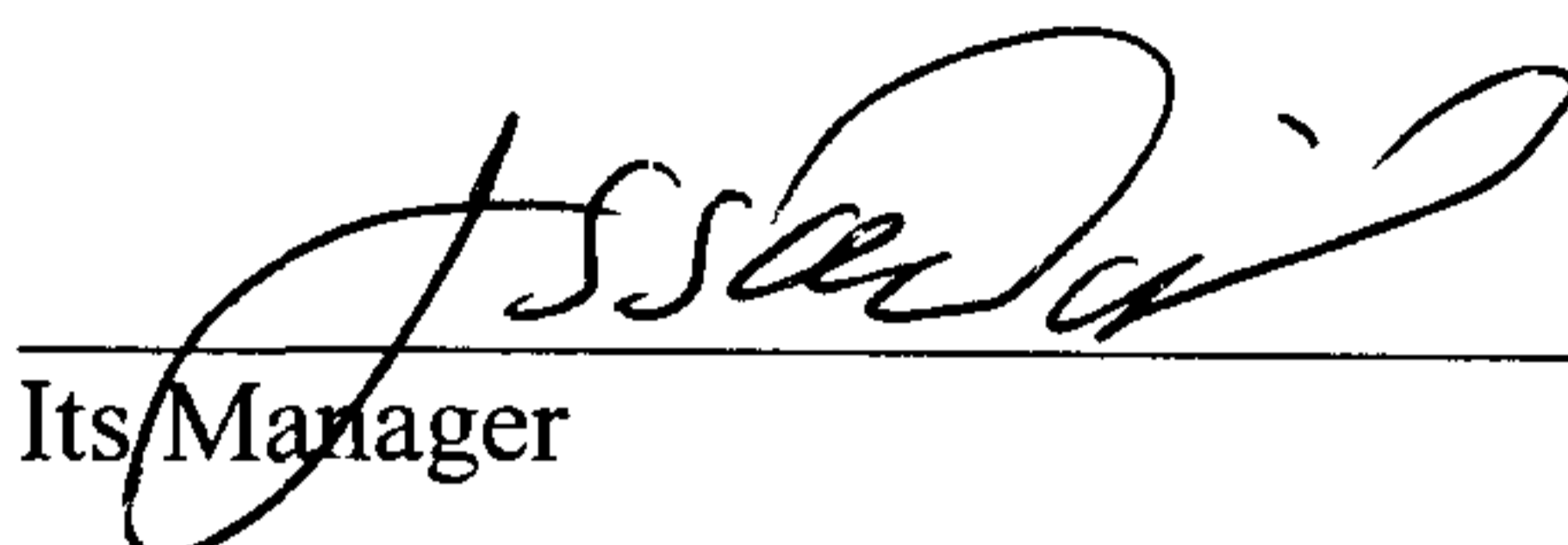
6. Restrictions, covenants and conditions as set out in INST# 2001-1342 and INST# 2001-4260.
7. Declaration of Protective Covenants which relate to Wat4rshed Property and the maintenance thereof, in Real 194, Page 54.
8. Declaration of Protective Covenants, Agreements, Easements, Charges for Liens for Brook Highland as set out in Real 194, Page 254; along with Articles of Incorporation of the Owners' Association in Real 194, Page 281 and By-Laws therefore in Real 194, Page 287-a; and Supplemental Protective Covenants in Real 263, Page 604.
9. Non-Exclusive easement and Agreement between Eddleman and Associates and The Water Works and Sewer Board of the City of Birmingham dated July 11, 1988 and recorded in Real 194, Page 20, and Real 194, Page 43.
10. Easement and Agreements between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and The Water Works and Sewer Board of the City of Birmingham in Real 194, Page 1 and Real 194, Page 43.
11. Drainage Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates in Real 125, Page 238, dated April 14, 1987.
12. Reciprocal Easement Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associated dated April 14, 1987 in Real 125, Page 249, and Real 199, Page 18.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns, forever.

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

IN WITNESS WHEREOF, the said GRANTOR, by its Manager, who is authorized to execute this conveyance, hereto sets its signature and seal, this the 28th day of December, 2004.

ELITE DEVELOPMENT, LLC
An Alabama Limited Liability Company


By: 
Its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Issac David, whose name as Manager of Elite Development, LLC, 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 of the contents of the conveyance, he, as such manager and with such authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal this 28th day of December, 2004.


Notary Public
My Commission Expires: 3/27/05