

THIS INSTRUMENT WAS PREPARED BY:

Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

American Homes & Land Corporation  
33 Inverness Center Parkway, Ste 100  
Hoover, AL 35242

Value

\$ 15,000.00

WARRANTY DEED

THE STATE OF ALABAMA )

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY )

That in consideration of TEN AND NO/100 DOLLARS, (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the undersigned, Brian K. Thomas, a married man, (hereinafter referred to as "GRANTOR"), by American Homes & Land Corporation, a corporation, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 2316, according to the Survey of Highland Lakes, 23rd Sector, an Eddleman Community, as recorded in Map Book 32, Page 19, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2005.
2. Matters shown on recorded Map Book 32 at Page 19 including public utility easements and tree bufferline located on premises.
3. Building setback line on front, 35 feet setback line on rear and 15 foot side setback line, as shown on the recorded plat of subdivision.
4. Restrictions appearing of record in Instrument No. 20031031000726850.
5. Restrictions appearing of record in Instrument No. 20031010000683510.
6. Easement to Alabama Power Company recorded in Book 111 at Page 408; Book 109 at Page 70; Book 149 at Page 380; Book 173 at Page 364; Book 276 at Page 670, Book 134 at Page 408; Book 133 at Page 212, Book 133 at Page 210; and Real Volume 31 at Page 355.
7. Easement to Shelby county, Alabama recorded in Book 196 at Page 246.
8. Lake Easement Agreement by Highland Lake Properties and Highland Lake Development LTD recorded in Instrument No. 1993-15705.
9. Rights of others for ingress and egress purposes in and to the use of easement located on insured premises as recorded in Instrument No. 1993-15704.
10. Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to access and maintain the private roadways, etc. of the development being recorded in Instrument No. 1994-07111; subject to Articles of Incorporation for Highland Lakes Residential Association as recorded in Instrument No. 9402/3947.
11. Agreement with Alabama Power Company recorded in Instrument No. 1994-1186.
12. Title to that portion of premises lying below the mean high water mark of a lake, if any.
13. Riparian rights incident to premises.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

"NO PART OF THE REAL PROPERTY CONVEYED HEREIN CONSTITUTES THE HOMESTEAD OF THE GRANTOR, NOR THE GRANTOR'S SPOUSE".

TO HAVE AND TO HOLD to 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 they are 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, has hereto set his signature and seal, this 6th day of December, 2004.

  
\_\_\_\_\_(SEAL)  
Brian K. Thomas

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian K. Thomas, 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 and official seal this 6th day of December, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 5/23/05