

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

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

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of One Hundred Thousand and No/100 Dollars (\$100,000.00), and other good and valuable consideration, paid to the undersigned grantor, Nottingham, 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 1, 3, 64 and 65, according to the Final Plat Nottingham, Phase 2, as recorded in Map Book 31, at Page 62, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Building lines as shown by recorded map; (3) Easements as shown by recorded map; (4) Restrictions as shown by recorded map; (5) Right of Way granted to Alabama Power Company by Instrument recorded in Instrument 20030303000126270 and Instrument No. 20030303000126280 in the Probate Office; (6) Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 2002-11100; amended in Inst. No. 20030605000348820, along with Articles of Incorporation as recorded in Inst. No. 2002-11101, in the Probate Office; (7) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 103, at Page 170; Deed 205, at Page 674; Deed 198, at Page 478, and Deed 177, at Page 493, in the Probate Office; (8) Easement to Southern Natural Gas as shown by instrument recorded in Deed 90, Page 241, in the Probate Office; (9) Coal, oil, gas and other mineral interests in, to or under the land not owned by Grantor; (10) Easement to Alabama Power Company by instrument recorded in Instrument 2002-6364, in the Probate Office; (11) Restrictions appearing of record in Instrument 20030303000126270.

Purchaser agrees that Seller shall have the right to approve the plans, specifications and layout for the houses to be constructed upon the Property.

This Deed is executed as required by the Articles of Organization and Operating Agreement and same have not been modified or amended.

The terms and conditions of that certain contract dated January 10, 2005, between Nottingham, L.L.C., as Seller, and Brantley Homes, Inc., as Purchaser, survive the delivery of this deed.


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

ALL OF THE DEED CONSIDERATION IS BEING PAID BY A MORTGAGE FILED SIMULTANEOUSLY

Compass Book

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 10th day of January, 2005.

WITNESS:



Nottingham, L.L.C.

By




Delton Lane Clayton, as its Manager

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

20050217000078450 Pg 2/2 15.00
Shelby Cnty Judge of Probate, AL
02/17/2005 14:19:00 FILED/CERTIFIED

By:



Bill Brantley, 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 Manager of Nottingham, L.L.C., an Alabama limited liability company, are 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 Manager and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 10th day of January, 2005.



Notary Public

My Commission Expires: 07/14/2007