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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

SEND TAX NOTICE TO:

R. Shan Paden

FARMINGDALE HOMES, LLC  
1747 RUSSETT WOODS LANE  
BIRMINGHAM, AL 35244

PADEN & PADEN

Attorneys at Law

5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

STATE OF ALABAMA)

COUNTY OF SHELBY)

**WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$25,500.00) to the undersigned grantor, FARMINGDALE ESTATES, LLC, A LIMITED LIABILITY COMPANY, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto FARMINGDALE HOMES, LLC, A LIMITED LIABILITY COMPANY and FARMINGDALE HOMES, LLC, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

**Lot 16, according to the Survey of Farmingdale Estates, Sector One, as recorded in Map Book 34, Page 48, in the Office of the Judge of Probate of Shelby County, Alabama.**

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2004 WHICH CONSTITUTES A LIEN BUT IS NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2005.
2. ANY PRIOR RESERVATION OR CONVEYANCE, TOGETHER WITH RELEASE OF DAMAGES OF MINERALS OF EVERY KIND AND CHARACTER, INCLUDING, BUT NOT LIMITED TO GAS, OIL, SAND, LIMESTONE AND GRAVEL IN, ON AND UNDER SUBJECT PROPERTY.
3. SUBJECT TO ANY RIGHTS OF OTHERS CONCERNING ANY SUB-SURFACE CONDITION AND THE RIGHT OF ENTRY FROM THE SURFACE, FOR THE EXPLORATION, EXTRACTION AND MINING OF MINERALS, OILS OR GASES WHICH AFFECT THE PREMISES.
4. SUBJECT TO ANY RIGHTS OF OTHERS CONCERNING MINING OPERATION PAST OR FUTURE RELATING TO RELEASE OF DAMAGES, TO INCLUDE BUT NOT LIMITED TO SUBSIDENCE OR SUBJACENT SUPPORT.
5. RESTRICTIONS, CONDITIONS AND LIMITATIONS AS RECORDED IN INSTRUMENT 20040525000278110.
6. BUILDING SET BACK LINES AND EASEMENTS AS SHOWN BY RECORD PLAT.
7. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN INSTRUMENT #20040102000000620.

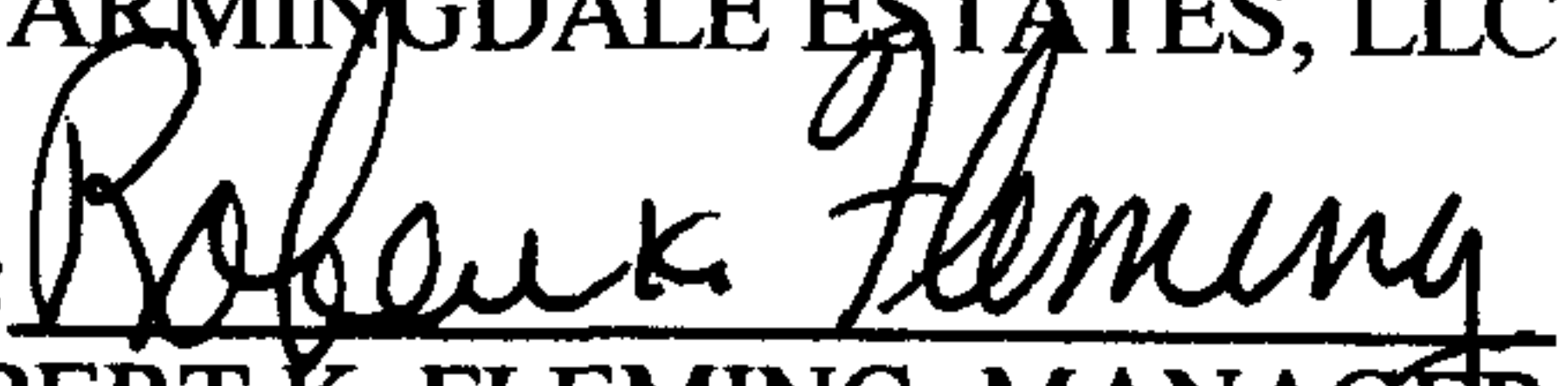
8. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENT RECORDED IN BOOK 99, PAGE 387; BOOK 99, PAGE 391; BOOK 99, PAGE 393; BOOK 99, PAGE 394; BOOK 129, PAGE 348; BOOK 146, PAGE 315; BOOK 241, PAGE 386 AND REAL VOLUME 157, PAGE 527.
9. RIGHT OF WAY TO SHELBY COUNTY RECORDED IN BOOK 114, PAGE 561; BOOK 226, PAGE 501; BOOK 226, PAGE 503; BOOK 226, PAGE 504; BOOK 281, PAGE 9 AND INSTRUMENT #1997-33570.
10. NOTES AS SHOWN BY RECORD MAP.
11. DECLARATION OF PROTECTIVE COVENANTS AS RECORDED IN INSTRUMENT #20021113000564690.
12. EASEMENTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS OR COVENANTS RECORDED IN INSTRUMENT # 20021113000564690.
13. RESTRICTIVE COVENANTS AS SET FORTH IN INSTRUMENT #20021113000564690; INSTRUMENT #20041124000645860 AND CORRECTED INSTRUMENT #20041212000678530.
14. PERMITS TO ALABAMA POWER COMPANY AS SET FORTH IN DEED BOOK 99, PAGE 387 AND 391 AND IN DEED BOOK 138, PAGES 80 AND 546.
15. RIGHT OF WAY TO SHELBY COUNTY AS SET FORTH IN DEED BOOK 226, PAGES 501, 503 AND 504.
16. PERMITS TO ALABAMA POWER COMPANY AS SET FORTH IN DEED BOOK 241, PAGE 386.
17. COVENANTS 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; THE POLICY WILL INSURE THAT ANY VIOLATION OF THIS COVENANT WILL NOT RESULT IN A FORFEITURE OR REVERSION OF TITLE.

\$123,750.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES, their heirs and assigns, forever.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their 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, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, FARMINGDALE ESTATES, LLC, A LIMITED LIABILITY COMPANY, by its MANAGER, ROBERT K. FLEMING who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 16th day of February, 2005.

FARMINGDALE ESTATES, LLC  
By:   
ROBERT K. FLEMING, MANAGER

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that ROBERT K. FLEMING, whose name as MANAGER of FARMINGDALE ESTATES, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 16th day of February, 2005.



Notary Public

My commission expires: 9.29.06

