

**THIS INSTRUMENT IS PREPARED TO IDENTIFY FOR RECORD ALL OWNER  
CONTRACTED RESTRICTIONS RELATING TO THAT CERTAIN WARRANTY DEED  
RECORDED ON NOVEMBER 6, 2003 AND FOUND INSTRUMENT  
#20031106000738930.**

**This Instrument Was Prepared By:  
Christopher R. Smitherman, Attorney At Law  
Post Office Box 261  
Montevallo, Alabama 35115  
(205) 665-4357**

**Send Tax Notice:  
KenCar Development, Inc.  
P.O. Box 197  
Montevallo, AL 35115**

**STATE OF ALABAMA                    )  
  )  
SHELBY COUNTY                    )       CORRECTIVE WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of **Ninety Thousand and 00/100 Dollars (\$90,000.00)** and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Lovelady Properties, L.L.C., an Alabama Limited Liability Company**, hereinafter called "Grantor," does hereby GRANT, BARGAIN, SELL AND CONVEY unto **KenCar Development, Inc., an Alabama Corporation**, hereinafter called "Grantee" in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in **Shelby County**, Alabama, to-wit:

**Lot 1, according to the survey of Calera Commons Center, as recorded in Map Book 31, Page 148, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Grantor reserves first right of refusal "should Grantee desire to sell said property.**

**Subject to the Grantee constructing a sewer line and upgrade water lines to support common use on subject property (lot 1) and adjacent lots presently owned by Seller (lots 2, 3, and 4). Grantee to begin said process within 60 days of executing the sales contract (October 6, 2003).**

**Subject to Grantee widening "Apricot Lane" to satisfaction of local city (Calera) and county standard requirements, to the entrance of lot 1.**

**Subject to Grantee running gas lines capable of adequately serving lots 2, 3 and 4, in the event that Grantee runs a gas line to Lot 1.**

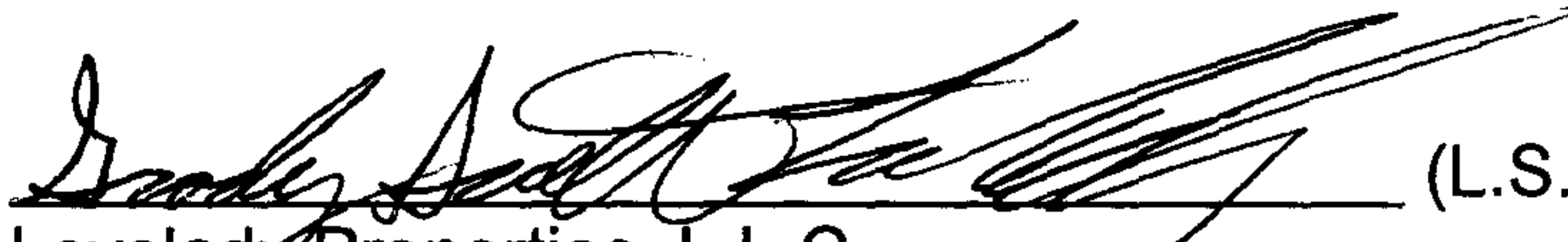
**Subject to all items of record.**

**TO HAVE AND TO HOLD to the said Grantee in fee simple forever, together with every contingent remainder and right of reversion.**

The Grantor, does individually and for the heirs, executors, and administrators of the Grantor covenant with said Grantee and the heirs and assigns of the Grantee, that the Grantor is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the said premises; that the Grantor and the heirs, executors, administrators of the Grantor shall warrant and defend the said premises to the Grantee and the heirs and assigns of the Grantee forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has executed this Deed and set the seal  
of the Grantor thereto on this date the 7<sup>th</sup> day of January, 2005.

GRANTOR

 (L.S.)  
Lovelady Properties, L.L.C.

By: Grady Scott Lovelady, as Member and Authorized  
Agent for Lovelady Properties, L.L.C., an Limited Liability Company

STATE OF ALABAMA )

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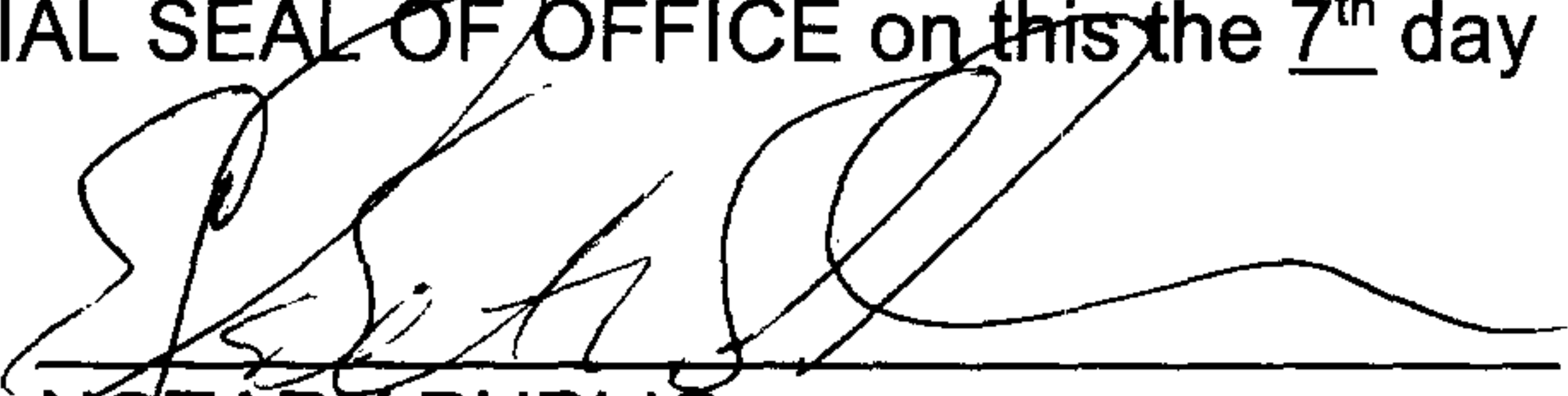
ACKNOWLEDGMENT

SHELBY COUNTY )

)

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that  
the above posted name, Grady Scott Lovelady as Member and Authorized Agent for  
Lovelady Properties, L.L.C., an Alabama Corporation, is signed in 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 officer and with full authority  
executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 7<sup>th</sup> day  
of January, 2005.

  
NOTARY PUBLIC  
My Commission Expires: 12-11-07