20050322000129070 1/2 $15.00
Shelby Cnty Judge of Probate, AL
03/22/2005 02:07:08PM FILED/CERT

This instrument was prepared by:
HARRY W. GAMBLE
4290 Hwy 52, Suite G
Helena, Alabama 35080

Send tax notice to:
3584 Hwy 31 S PMB 178
Pelham, AL 35124

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100 DOLLARS ($32,000.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt where is acknowledged, I or we, **TIMBERLAKE DEVELOPMENT, LLC** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **CORNERSTONE CUSTOM HOMES, LLC** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 126, according to the Final Plat of Long Branch Estates, Phase 1, as recorded in Map Book 34 Page 66 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2) Rights or claims of parties in possession not shown by the public records.
3) Easements, or claims of easements, not shown by the public records.
4) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6) Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7) Taxes or special assessments which are not shown as existing liens by public records.
8) Any prior reservation or conveyance, together with release f damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
9) General and special taxes or assessments for 2005 and subsequent years not yet due and payable.
10) Building setback line of 50 feet reserved from streets, as shown by plat.
11) Public utility easements as shown by recorded plat, including an 8 foot easement within the building setback line on all lots; a 20 foot waterline easement on Southwesterly side of Lot 102; a 2 foot easement through Lot 109, all as shown by said plat.
12) Declaration of Protective Covenants of said subdivision as set out in Inst. No. 20041222000697420 in said Probate Office.
13) Right of way to Shelby County recorded in Real 116 page 949 in Probate Office.
14) 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 Inst. No. 1997-9552 and Inst. No. 2000-4450 in Probate Office.
15) Restrictions set out by Shelby County Health Department recorded in Inst. No. 2050119000028960 in Probate Office.
16) Fiber supply agreement as set out in Inst. No. 2000-04450, in the Probate Office of Shelby County, Alabama. As said to said Agreement, the Company hereby insures the insured against any loss or damage, including court cost and attorney fee which might be occasioned by the enforcement of said Fiber Supply Agreement.
17) Restrictions, limitations and conditions as set out in Map Book 34 Page 66 in said Probate Office.
18) Conditions and non-exclusive perpetual easement set out in Inst. No. 20040519000564760.

$32,000.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, his her or their heirs and assigns forever.

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The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Organization and Operating Agreement of Timberlake Development, LLC., which have not been modified or amended; that the property is free from encumbrances, and that the grantor will forever warrant and defend that title to the same and that the possession thereof unto the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 15th day of March, 2005.

Timberlake Development, LLC

By: _____ (SEAL)
Kerry Carter
Its: Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Kerry Carter**, whose name as Member of Timberlake Development, LLC 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 15th day of March, 2005.

_____
Notary Public
My Commission Expires: 3/1/08