20050407000163080 1/2 $15.00
Shelby Cnty Judge of Probate,AL
04/07/2005 12:36:35PM FILED/CERT

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

SEND TAX NOTICE TO:
MH Builders, L.L.C.
3520 Cliff Hill Road South
Birmingham, AL 35205

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of One Hundred Fifty-Two Thousand Five Hundred and No/100 Dollars ($152,500.00), and other good and valuable consideration, paid to the undersigned grantor, Wild Timber Development, L.L.C., an Alabama limited liability company ("Grantor"), by MH Builders, L.L.C. ("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 41, 44, and 54, according to the Final Plat of Wild Timber, Phase 3, as recorded in Map Book 34, at Page 118, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

SUBJECT TO: (1) Current taxes; (2) Building lines as shown by recorded Map; (3) Easements as shown by recorded Map; (4) Right of Way granted to Alabama Power Company by instrument recorded in Instrument No. 20040102000000230, in the Probate Office of Shelby County, Alabama; (5) Restrictions appearing of record in Instrument No. 20030430000265980, 1st amendment recorded in Instrument No. 20040324000150320, 2nd amendment recorded in Instrument No. 20050324000132380, and 3rd amendment recorded in Instrument No. 20050324000132390, in the Probate Office of Shelby County, Alabama; (6) Mineral and mining rights and rights incident thereto recorded in Volume 244, at Page 587, Instrument No. 1997-9552 and Instrument No. 2000-4451 in the Probate Office of Shelby County, Alabama; (7) Right of Way to Plantation Pipeline, recorded in Volume 253, at Page 324, in th Probate Office of Shelby County, Alabama.

Purchaser agrees that Seller shall have the right to approve the plans, specifications and layout for the houses to be constructed upon the Property. Purchaser further agrees that upon request by Seller, Purchaser will join in the execution of restrictions and covenants applicable to the Wild Timber Subdivision, including the Property.

The terms and conditions of that certain contract dated February 17, 2005, between Wild Timber Development, L.L.C., as Seller, and MH Builders, L.L.C., as Purchaser, survive the delivery of this deed.

This deed has been executed as required by the Articles of Organization and Operating Agreement of Wild Timber Development, L.L.C. and same have not been modified or amended.

$152,500.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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

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IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 28th day of March, 2005.

WITNESS:

_____

Wild Timber Development, L.L.C.

By _____
Delton Lane Clayton, as its Member

Delivery of Deed accepted with stated conditions.
MH Builders, L.L.C.

By: _____
Robert Carlton Hill, as its Managing Member

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 Member of Wild Timber Development, L.L.C., an Alabama limited liability company, is 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 Member and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 28th day of March, 2005.

_____
Notary Public

My Commission Expires: 7/14/2007