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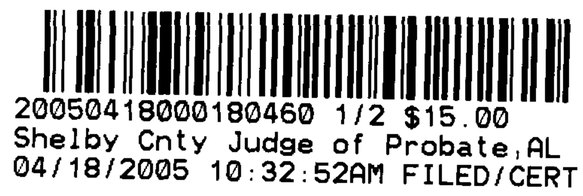
THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
Creed Construction, LLC
100 Applegate Court
Pelham, AL 35124


20050418000180460 1/2 $15.00
Shelby Cnty Judge of Probate, AL
04/18/2005 10:32:52AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Fifty Thousand and No/100 Dollars ($50,000.00), and other good and valuable consideration, paid to the undersigned grantor, Nottingham, L.L.C., an Alabama limited liability company ("Grantor"), by Creed Construction, LLC ("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 2 and 4, 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) 15-foot building set back line from Nottingham Drive with 5-foot easement inside said setback line (Lots 2 and 4); (3) 7.5-foot easement across the West side and Southeast corner of Lot 4, as shown by recorded plat; (4) 7.5-foot easement across the North side of Lot 2, and 10-foot easement across the South side of Lot 2 as shown on recorded map; (5) Easement to Alabama Power Company by Instrument recorded in Instrument 20030303000126280 and Instrument No. 20030303000126270 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) Restrictions, limitations, conditions and other provisions as set out in Map Book 31, Page 62, in the Probate Office; (10) 10-foot Buffer Area on South side of said lot as shown on recorded map; (11) Restrictive Covenant and Grant of Land Easement as set out in Inst. #20040910000505600, in the Probate Office.

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 March 29, 2005, between Nottingham, L.L.C., as Seller, and Creed Construction, LLC, as Purchaser, survive the delivery of this deed.

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 14th day of April, 2005.

WITNESS:

_____

Nottingham, L.L.C.

By _____
Delton Lane Clayton, as its Manager

Delivery of Deed accepted with stated conditions.
Creed Construction, LLC

By: _____
Howard Matthew O'Neal, as its 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 Manager of Nottingham, 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 Manager and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 14th day of April, 2005.

_____
Notary Public

My Commission Expires: 07/14/2007