20051003000513660 1/2 $15.00
Shelby Cnty Judge of Probate, AL
10/03/2005 02:23:15PM FILED/CERT

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

SEND TAX NOTICE TO:
Tom Lacey Construction Co., Inc.
Post Office Box 696
Helena, AL 35080

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Fifty-Five Thousand and No/100 Dollars ($55,000.00), and other good and valuable consideration, paid to the undersigned grantor, Wild Timber Development, L.L.C., an Alabama limited liability company ("Grantor"), by Tom Lacey Construction Co., Inc. ("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:

Lot 48, according to the Survey of 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) Easements and building lines as shown by recorded Map; (3) Restrictions appearing of record in Instr. No. 2005-5629, Inst. No. 2005-13239, Inst. No. 2003-26598, Inst. No. 2004-15032 and Inst. No. 2005-13238; (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.

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 18, 2005 between Wild Timber Development, L.L.C., as Seller, and Tom Lacey Construction Co., Inc., as Purchaser, survive the delivery of this deed.

This deed is executed as required by the Articles of Organization and Operating Agreement and same have not been modified or amended

$ 55,000.00 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.

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 26th day of September, 2005.

WITNESS:

Wild Timber Development, L.L.C.

By
Delton Lane Clayton, as its Member

Pinnacle Bank

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Delivery of Deed accepted with stated conditions.
Tom Lacey Construction Co., Inc.

By: _____
Faith B. Lacey, as its President

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 26th day of September, 2005.

_____
Notary Public

My Commission Expires: 14 July 07