20060728000364880 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 07/28/2006 02:03:53PM FILED/CERT

This instrument was prepared by: HARRY W. GAMBLE 105 Owens Parkway, Suite B Birmingham, Alabama 35244

Send tax notice to: Columbiana Crossings, LLC 160 Yeager Parkway, Suite 200 Pelham, Alabama 35124

STATE OF ALABAMA COUNTY OF SHELBY

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE HUNDRED DOLLARS (\$100.00), AND AN AGREEMENT TO ASSUME THE EXISTING MORTGAGE IN THE AMOUNT OF \$600,000.00, WHICH MORTGAGE IS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AS INSTRUMENT # 20050901000453370, paid in hand to and agreed with the undersigned grantor, by the grantee herein, the receipt of which is acknowledged, TIMBERLAKE DEVELOPMENT, LLC, as grantor, grant, bargain, sell and convey unto COLUMBIANA CROSSINGS, LLC, as grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the East ½ of the NE ¼ of Section 28, Township 21 South, Range 1 West, being more particularly described as follows:

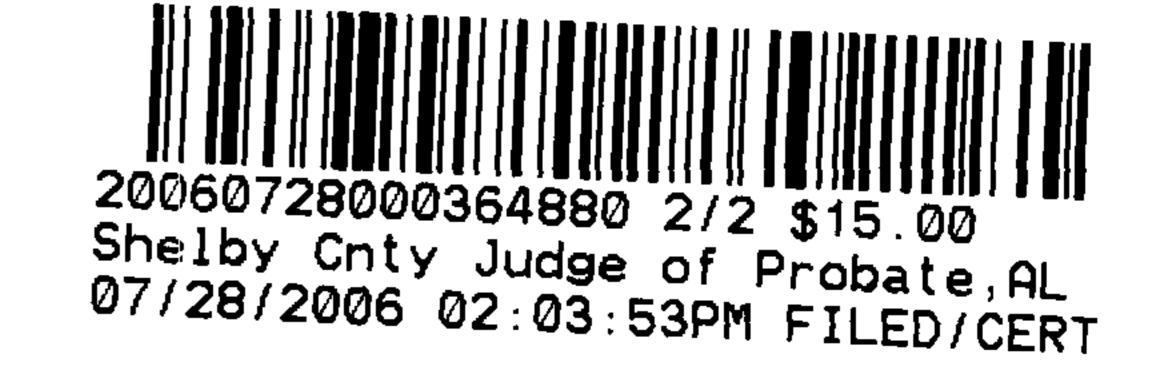
Commence at the SE corner of the SE ¼ of the NE ¼ of Section 28, Township 21 South, Range 1 West, said point also the point of beginning; thence North 02 degrees, 08 minutes 02 seconds West along the east line of said Section 28 for a distance of 859.12 feet; thence South 87 degrees 48 minutes 08 seconds West for a distance of 427.49 feet; thence North 02 degrees 12 minutes 11 seconds West for a distance of 1009.79 feet to a point of the Southerly right of way line of Alabama Highway 70, said point also a point on curve to the right having a radius of 5855.51 feet and a central angle of 3 degrees 04 minutes 41 seconds, said curve subtended by a chord bearing North 85 degrees 05 minutes 06 seconds West and a chord distance of 314.53 feet; thence along the arc of said curve and along said right of way for a distance of 314.57 feet; thence South 06 degrees 27 minutes 15 seconds West along said right of way for a distance of 20.00 feet; thence North 83 degrees 32 minutes 45 seconds West along said right of way for a distance of 581.59 feet; thence South 01 degrees 51 minutes 04 seconds East and leaving said right of way for a distance of 2009.13 feet to the Southwest corner of said SE ¼ of the NE ¼ of Section 28, Township 21 South, Range 1 West; thence North 86 degrees 21 minutes 25 seconds East for a distance of 1329.30 feet to the point of beginning, in the Probate Office Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

(1) Taxes or assessments for the year 2006 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 130 page 225 in the Probate Office; (b) 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 Deed 104 page 96 in the Probate Office.

To Have And To Hold to the said grantee, its successors and assigns forever.

The grantor covenants and agrees with the grantee 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 Incorporation and Bylaws of Timberlake Development, LLC, which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantee, its successors and assigns, against the lawful claims and demands of all persons.



The only members of the Grantor are Farmer Development, LLC and Carter Homebuilders, Inc. Both member entities, by the execution of this deed, certify that they have properly complied with the Articles of Organization, the Operating Agreement, and the First Amendment to Operating Agreement of the Grantor.

In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this day of July, 2006.

Timberlake Development, LLC

By: Carter Homebuilders, Inc.

Its: Member

By: (SEAL)

Kerry Carter President

By: Farmer Development, LLC

Its: Member

By: (SEAL) Connor Farmer, 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, President of Carter Homebuilders, Inc., 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 27° day of July, 2006.

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

Notary Public

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Connor Farmer, Member of Farmer Development, LLC, 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 $\frac{27}{1}$ day of July, 2006.

HARRY W. GAMBLE
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES MAR. 1, 2008

Notary Public