This Instrument was prepared by:
Holli Hargrove
3145 Green Valley Road, Birmingham, AL 35243
205.977-2888

Please send tax notice to: Vintage Homes, LLC
2067 Columbiana Road #A
Vestavia Hills, AL 35216

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

20061222000622970 1/1 $12.00
Shelby Cnty Judge of Probate, AL
12/22/2006 08:16:03AM FILED/CERT

That in consideration of two million four hundred seventy thousand and no/100, dollars ($2,470,000.00),

to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is acknowledged,

Lacey's Grove, LLC

(herein referred to as grantor), does grant, bargain, sell and convey unto

Vintage Homes, LLC

(herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to wit:

Lots 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 159,160, 161, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 212, 213, 214, 215 of Lacey's Grove Phase 2, as recorded in Map Book 38, Page 19 in the Probate Office of Shelby County, Alabama.

Subject to:
(1.)The easements, restrictions, covenants, agreements, and all other terms and provisions of the Declaration of Covenants, Conditions, and Restrictions for Lacey's Grove, Phase I, as recorded in Instrument #20051013000532900 and First Amendment recorded under Instrument # 20061221000621000 in the office of the Judge of Probate of Shelby County, Alabama. (2.)Easements, building setback lines, covenants and notes set forth on Map Book 38, Page 19 (3.)Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto and Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 106, page 565. (4.)Transmission line permit to Alabama Power Company as recorded in Deed Book 102, Page 266; Deed Book 102, page 264 and Deed Book 102, page 265. (5.)Riparian and other rights created by the fact that subject property lies adjacent to or is bounded by a lake and/or creek. (6.) All matters set forth in Grant of Land Easement and Restrictive Covenants for underground facilities in subdivision to Alabama Power Company recorded under Instrument Number 20061212000601470. (7.) Easement(s)/Right(s) of Way granted to Shelby County as recorded in Deed Book 154, page 501 and Deed Book 154, page 499. (8.) All easements, current taxes, restrictions, limitations, conditions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants, and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor its officers, agents, employees, members, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property as to Grantee, or any owner, occupant, or other person who enters upon any portion of the property, as a result of any past, present, or future soil, surface, and/or subsurface conditions, known or unknown (including, without limitation, radon, sinkholes, underground mines, tunnels, and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

All of the consideration herein was derived from a mortgage with Regions Bank closed simultaneously herewith.

TO HAVE AND TO HOLD to said grantee, his/her/their heirs and assigns forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Lacey's Grove, LLC, an Alabama Limited Liability Company, by P.K. Smartt, its, Sole Member who is authorized to execute this conveyance, has hereto set its signature and seal, this the 21st day of December, 2006.

Lacey's Grove, LLC, an Alabama Limited Liability Company

By: _____(SEAL)
By: P.K. Smartt
Its: Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

Acknowledgment

I, Jennifer Nichole Pilgreen the undersigned, a Notary Public in and for said County, in said State, hereby certify that P.K. Smartt, whose name as Sole Member of Lacey's Grove, LLC a Alabama Limited Liability Company, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, P.K. Smartt as such officer and with full authority executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this the 21st day of December, 2006.

Jennifer Nichole Pilgreen
Notary Public

My Commission Expires: 4/01/09