20070206000054370 1/2 $15.00
Shelby Cnty Judge of Probate, AL
02/06/2007 10:14:40AM FILED/CERT

STATE OF ALABAMA

COUNTY OF SHELBY

Corrective
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that AMERICAN LAND DEVELOPMENT CORP., an Alabama Corporation, the grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to said grantor by ADAMS HOMES, L.L.C., a Alabama Limited Liability Company the grantee does hereby GRANT, BARGAIN, SELL AND CONVEY unto said grantee and to its successors and assigns, subject to the provisions hereinafter contained, all of that real property located in the County of Shelby, State of Alabama, which is described as follows:

Lots 2000 through 2013, inclusive, and Lots 2047 through 2065, inclusive, Old Cahaba Phase V, 4th Addition, according to the plat thereof as recorded in Map Book 37, page 136, in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 2014 through 2015, inclusive and Lots 2038 through 2046, inclusive, and Lots 2066 through 2067, inclusive and Lots 2081 through 2103, inclusive and Lots 2117 through 2126, inclusive, Old Cahaba Phase V 5th Addition according to the plat thereof as recorded in Map Book 37, page 53, in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 2016 through 2037, inclusive and Lots 2068 through 2080, inclusive and Lots 2104, through 2116, inclusive, Old Cahaba Phase V, 6th Addition according to the plat thereof as recorded in Map Book 37, Page 62 in the Office of the Judge of Probate of Shelby County, Alabama.

This deed is given to correct the legal description of the property on the deed recorded in Document No. 20061211000598990.

This conveyance and the Warranties hereunder are made subject to the following exceptions:

1. Lien for ad valorem taxes due October 1, 2007 for the current tax year which Grantee assumes and agrees to pay when due.

2. Reservations affecting rights in Oil, Gas, or any other minerals lying upon or beneath the lands pursuant to the instrument recorded in Book 15, Page 415, Book 61, Page 164, Real Volume 133, Page 277, Real Volume 321, Page 629, in the office of the Judge of Probate of Shelby County, Alabama.

3. Restrictions, covenants, conditions and easements, as contained in as shown on the plat recorded in Map Book 36, Page 105-A and Map Book 37, Page 53, Map Book 37, Page 62 and Map Book 37, Page 136, in the office of the Judge of Probate of Shelby County, Alabama.

4. Transmission Line Permits granted to Alabama Power Company as recorded in Deed Book 134, Page 85, Deed Book 131, Page 447, Deed Book 257, Page 213, Real Volume 46, Page 69, and Deed Book 230, Page 113, in the office of the Judge of Probate of Shelby County, Alabama.

5. Easement and/or right of way to Shelby county as recorded in Deed Book 155, Page 331, Deed Book 155, Page 425, Book 2, Page 16, and Book 156, Page 203, in the office of the Judge of Probate of Shelby County, Alabama.

6. Rights of the public and the State of Alabama, in any, to lands lying below the high water mark, lands that have been created by artificial means, riparian rights; and subject also to the rights of the Federal Government's control over navigable waters and public rights of access to any navigable waters.

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together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances and improvements belonging or in anywise appertaining thereto; TO HAVE AND TO HOLD the same unto said grantee and to its successors and assigns in fee simple, forever.

And, except as to the above and the taxes hereafter falling due, said grantor, for itself, its successors and assigns, hereby covenants with said grantee, its successors and assigns that it is seized of an indefeasible estate in fee simple in and to said property, that it has a good and lawful right to convey the same, that said property is free and clear of all encumbrances, that it has the right to the possession, quiet use and enjoyment of the said property and that it does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof unto said grantee and its successors and assigns against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed by its thereunto duly authorized officer on this 7th day of December, 2006.

AMERICAN LAND DEVELOPMENT CORP., an Alabama Corporation

Witness

BY: _____

Gary W. Thomas, President

Witness

STATE OF

COUNTY OF

I, the undersigned notary public, in and for said State and County, hereby certify that Gary W. Thomas, President of American Land Development Corp. an Alabama Corporation, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, in its capacity as such member on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of January, 2007.

Lily R. Gardner

Notary Public
Printed Name
my commission exp.

My Commission Expires
June 15, 2010

Mailing Address of grantor:
33 Inverness Center Parkway Ste 100
Birmingham, AL 35242

Mailing Address of grantee:
26050 Equity Dr. Ste A

Daphne, Alabama 36526

This instrument Prepared By
and Return To:
John W. Monroe, Jr., of
Emmanuel, Sheppard & Condon

30 S. Spring St.
Pensacola, FL 32502
A0458-114708 rfk

AH/cash